

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84
85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108
109	110	111	112	113	114	115	116	117	118	119	120

Ag

between

CHRYSLER CANADA LTD.



and the

CAW TCA
CANADA

JANUARY 21, 1988

NATIONAL PARTS DEPOT
MISSISSAUGA, ONTARIO

2007 11 10

0445003

TABLE OF CONTENTS

	SECTION	PAGE
MEMORANDUM OF AGREEMENT		1
PURPOSE AND INTENT		2
RECOGNITION - EXCLUSIONS		
Employees Covered, Management to Hire	1	3
RESERVATIONS TO MANAGEMENT		
Promote , etc. Management to Operate Business	2 3	3 3
NO DISCRIMINATION	4	3
REPRESENTATION		
Number of Committeemen	5	4
Time Allowances	6	4
Negotiating - Committee	7	5
- Conferences	8	5
Committee Change Notification	9	5
Health & Safety Representative	10	6
GRIEVANCE PROCEDURE		
Presenting a Grievance	11	7
Discharge Grievance	12	9
Notice of Suspension or Discharge	13	10
Use of Past Record	14	10
Grievance Conference	15	11
ARBITRATION		
Referral to Arbitration	16	11
Umpire Selection	17	11

TABLE OF CONTENTS

	SECTION	PAGE
Joint Stipulation	18	12
Arbitration Location	19	12
Umpire Jurisdiction	20	12
Arbitration Expenses	21	13
SENIORITY		
Records	22	13
Probationary Employees	23	13
Loss of Seniority	24	14
Motor Vehicle Conviction	25	15
Seniority Lists	26	15
Posting of Seniority Lists	27	15
Seniority of Employees Promoted to Salary	28	15
Seniority of Union Representatives	29	16
LAYOFF AND RECALL		
Temporary Adjustment	30	16
Temporary Layoff	31	17
Indefinite Layoff	32	18
Notice of Layoff	33	18
PROMOTIONS AND TRANSFERS		
Posting Procedure	34	19
Transfer of Operations	35	20
VACATION PLAN		
Qualifying Period	36	21
Eligibility - Working	37	22
- Laid Off	38	23
Payment	39	23
Paid Absence Allowance	40	24
Vacation Period	41	25

TABLE **OF** CONTENTS

	SECTION	PAGE
PAID HOLIDAYS		
Eligibility	42	25
Failure to Report for Holiday Work	43	28
Holidays Falling on Saturdays and Sundays	44	28
Holiday Substitution	45	28
S.U.B., PENSIONS, INSURANCES		
INCOME MAINTENANCE/ VOLUNTARY TERMINATION, LUMP SUM PAYMENT AND LEGAL SERVICES	46	28
WORKING HOURS		
Work Week	47	29
Shift Hours and Premiums	48	29
Time and One-Half	49	29
Double Time	50	30
Call-in Pay	51	30
Overtime Pyramiding Prohibited	52	30
Payment for Day of Injury	53	31
WAGES		
Cost-of-Living Allowance	54	31
Special Canadian Adjustment	55	35
General Increase	56	35
Wage Progression	57	36
LEAVE OF ABSENCE		
Leave of Absence	58	38
Bereavement Pay	59	40
Jury Duty	60	41
OVERTIME DISTRIBUTION	61	42

TABLE OF CONTENTS

	SECTION	PAGE
SUPERVISORS WORKING	62	43
DISABLED EMPLOYEES	63	44
REINSTATEMENT AFTER DISABILITY	64	44
RETURNING TO WORK NOTIFICATION	65	45
NEW JOBS	66	46
MAINTENANCE CONTRACTING	67	47
BULLETIN BOARDS	68	48
NO STRIKE OR LOCKOUT	69	48
UNION SECURITY		
Requirements of Union		
Membership	70	50
Initiation Fee	71	51
Check-off	72	51
NOTICES	73	53
TERMINATION	74	54
SUPPLEMENTAL AGREEMENT TEMPORARY PART-TIME EMPLOYEES		55
MEMORANDUM OF UNDERSTANDING COVERING SPECIAL CONTINGENCY FUND		60

TABLE OF CONTENTS

	PAGE
LETTERS	
No. 1 Tuition Refund	62
No. 2 Prescription Glasses	64
No. 3 Seniority	65
No. 4 Representation	66
No. 5 Shift Preference	67
No. 6 Union Office	68
No. 7 Christmas Holidays - Eligibility	69
No. 8 Christmas Holidays - Layoff	71
No. 9 Shift Premium - Early Starters	72
No. 10 Industrial Vehicle Operators Licensing Program	74
No. 11 Alcoholism and Drug Abuse	75
No. 12 Bereavement Pay	76
No. 13 Battery-Change Operation	82
No. 14 Shift Change Arrangement	83
No. 15 Shift Schedule	84
No. 16 Vacation Leave of Absence	85
No. 17 Overtime - Plant Chairman	86
No. 18 Work Performance	87
No. 19 COLA - Calculation	88
No. 20 Suggestion Box	91
No. 21 Wage Progression/COLA Fold-In Special Canadian -Adjustment Fold-In	92
No. 22 Wage Progression	94
No. 23 Pay Cheques	95
No. 24 Extended Bereavement Period	96
No. 25 Employee-Retiree New Vehicle Purchase Program	98
No. 26 Annual Meet&g	99
No. 27 CPR and First Aid Training	101
No. 28 Safety Shoes	102
No. 29 Chemical Hazard Training	103
No. 30 Health and Safety - Working Alone	104
No. 31 Safety Training - Union Representatives	105

TABLE OF CONTENTS

	PAGE
No. 32 Alternate Health and Safety Representative Attending Quarterly Meeting	106
No. 33 Minute of Silence	107
No. 34 Direct Deposit Payroll System	108
No. 35 PAA - Payment on Request	109
No. 36 Legal Services Plan	110
No. 37 Settlement Pay	111
No. 38 Retroactivity	112
No. 39 Afternoon Shift Starting Times	113

MEMORANDUM OF AGREEMENT

Memorandum of Agreement entered into as of the
21st day of January, 1988.

Ely and Between:

Chrysler Canada Ltd.

hereinafter call the "Company"

and

**National Automobile, Aerospace and
Agricultural Implement Workers Union of
Canada (CAW-Canada) and
C.A.W. Local No. 1285,**

hereinafter called the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labour relations for the mutual interest of the Company, the employees and the Union.

The parties **recognize** that the success of the Company and the job security of the employees depends upon the Company's success in building a quality product and its ability to sell such product.

To these ends the Company and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among **all** employees.

RECOGNITION — EXCLUSIONS

Section 1

The Company **recognizes** the Union for the duration of this Agreement as the sole bargaining agent for the purpose of **collective** bargaining in respect to wages and other conditions of employment on behalf of the Company's employees in its Parts Plant at **4500 Mississauga Road, Mississauga, Ontario**, save and except supervisors, persons above the rank of **supervisors**, confidential clerk, office employees and security guards.

RESERVATIONS TO MANAGEMENT

Section 2

The Union **recognizes** the right of the Company to hire, promote and demote, transfer, suspend or otherwise discipline and discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.

Section 3

The Union further **recognizes** the exclusive right of the Company to operate and manage its business in all respects in accordance with its obligations and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

NO DISCRIMINATION

Section 4

- (a) For many years the Company and your Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of **race, colour,**

religion, age, sex, natural origin or marital status and to that end both parties expressly adhere to that principle in all aspects of employment at Chrysler.

- (b) There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or its agents shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not on Company time or premises conduct Union activities except as herein expressly provided.

REPRESENTATION

Section 5

The Union may appoint and the Company shall **recognize** three **(3)** committeepersons (one **(1)** of whom shall be chairperson of the committee consisting of two **(2)** members) who, at all times when on Company property, shall be subject to the rules and regulations to be observed **by** the employees. **Each** committeeperson at the **time** of appointment shall have at least twelve **(12) months'** seniority with the Company at its National Parts Depot and be on the payroll of the Company at the time of appointment or election.

Section 6

It is understood and agreed that Committeepersons as well as other employees have regular Company duties to perform. The Committeeperson, with the approval of the Supervisor concerned (which approval shall not be unreasonably withheld), shall be permitted during working hours, without loss of time or pay, to leave regular duties for a reasonable length of time, but not to exceed forty **(40)** hours per week in the case of the Chairperson and ten **(10)** hours per week in

the case of the Committeepersons, to investigate and settle grievances.

Section 7

The Company shall **recognize** a negotiation committee consisting of three **(3)** members and which in addition may include no more than two **(2)** representatives of the National Union. Employee members of the negotiating committee when acting as such will not receive pay from the Company, save and except for the Chairperson and any other employee provided said other employee would otherwise have worked in the plant during the time spent in such conferences.

Such members shall receive pay at their regular hourly rate for the time spent in special conferences.

Section 8

Conferences between the Company representatives and the in-plant committee shall be called monthly unless otherwise mutually agreed. Matters proposed to be discussed at any such conference shall be listed on an agenda to be supplied by the party requesting the conference to the other party not less than twenty-four **(24)** hours before the time for when the conference is arranged. Notwithstanding any other provision of this Agreement, the Company shall not be liable for premium or overtime pay for Union representatives in attendance at such conferences.

Section 9

The Union shall notify the Company in writing from time to time of the names of the plant committee members, the effective dates of their appointments and the names, if **any**, of the committee members whom they are replacing or discontinuing.

Section 10

- (a) The National Union, CAW, may appoint, and the Company shall recognize one (1) employee who will function for a maximum of eight (8) hours a week, one (1) hour of which will be spent accompanying the Personnel Manager or said designated alternate on a weekly inspection of the plant, as the Union Health and Safety Representative. The Union Representative shall serve an indefinite term and shall be replaced only when the Company and National Union so agree.
- (b) The Health and Safety Representative may be permitted to participate in training programs that are considered to be relevant to operations at the National Parts Depot and are approved by the Personnel Manager.
- (c) The Health and Safety Representative will accompany Governmental Health and Safety inspectors and National Union Health and Safety professionals on plant inspection tours and will accompany Corporate Health and Safety professionals on surveys at the plant and surveys requested by the Union. Advance arrangements should be made to permit participation in such surveys.

The time spent by the Health and Safety Representative accompanying such inspectors and professionals shall not be charged against the member's weekly allotted hours.

- (d) In the event the Health and Safety Representative is absent for one (1) week or more he may be replaced by an employee who has been designated as the regular replacement by the National Union with the concurrence of Staff Labour Relations Department.
- (e) The Health and Safety Representative will be informed of all accidents or work related

illness cases that require medical attention as prescribed by legislation.

- (f) Company representatives (Personnel Manager and Safety Supervisor) and Union representatives (Plant Chairperson and Health and Safety Representative) shall meet quarterly at a mutually agreeable time and place to review health and safety conditions within the plant.
- (g) **The** Company agrees to provide the necessary or required personal protective equipment, devices and clothing at no cost to employees.

GRIEVANCE PROCEDURE

Section 11

- (a) It shall be optional to the Company to decline to consider any grievance the alleged circumstances of which originated more than five **(5)** regular working days prior to its presentation.
- (b) Time of Answers
The management will answer in writing any grievance presented to it in writing by the Union:
 - (1)** by the Supervisor or other designated representative of management within three **(3)** regular working days,
 - (2)** by the Depot Manager or his designated representative within five **(5)** regular working days.**These** time limits may be extended at any time by agreement between the Company and the Union.
- (c) Presenting a Grievance
A grievance of any employee or a joint grievance of any group of employees shall be presented to the management in the following manner:

(d) Step 1

- (1) The employee or one member of a group having a grievance may take the grievance up with the Supervisor or **may** ask the **Supervisor** to send for the Committeeperson. The Supervisor will promptly send for the Committeeperson.
- (2) If necessary! after discussing the grievance **with** the employee, the Committeeperson then takes the grievance up with the Supervisor or other representative of management.

(e) Step 2

- If the Committeeperson and the Supervisor or other designated representative of management are unable to dispose of the grievance the Committeeperson then takes the grievance up with the Superintendent or other designated management representative. If the Committeeperson and Superintendent or other designated management representative are unable to dispose of the grievance the Committeeperson then shall reduce the grievance to writing and deliver copies of the written grievance to the Supervisor.
- (f) If the Committeeperson and the Supervisor or other designated management representative are unable to dispose of the grievance the Plant Committee may then- appeal the grievance to the Depot Manager or said designated representative.
 - (g) A written grievance presented by a group of employees shall require the signature of each member of the group.
- (h) Time of Appeals
- (1) Hereafter, a grievance not appealed from an answer at one step of the grievance procedure to the next step

of the grievance procedure within five **(5)** working days after such answer, except that on appeal to arbitration the time limit shall be thirty **(30)** days, shall be considered settled on the basis of the last answer and not subject to further review but shall not prejudice the position of either party with respect to a grievance involving the same issue at another plant.

- (2)** A grievance may be withdrawn without **prejudice** and if so withdrawn all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of the reinstatement. If the grievance is not reinstated within three **(3)** months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

Section 12

The following special procedure shall be applicable to a grievance alleging improper discharge of an employee.

- (a)** Should a discharged employee or the Committeeperson consider a discharge to be improper, a grievance shall be presented in writing by the Committeeperson to the Personnel Manager or the designated representative within two **(2)** regular working days of the discharge. **The** Management of the Depot will review the discharge and give its answer within three **(3)** regular working days after receiving the grievance.

- (b) Notwithstanding the other sections of the Agreement, no grievance shall be lodged or prosecuted against the termination of employment by the Company of a probationary employee unless the employee has completed thirty (30) days of work and alleged said discharge is not for cause or unless the employee alleges that said employee has been discriminated against in such termination of employment by reason of Union activity, and the Umpire shall not reverse said employee's termination of employment on any other ground. This shall not prevent a probationary employee from lodging a grievance on any other working condition.

Section 13

Prior to the suspension or discharge of an employee other than a probationary employee, plant management will, if such employee is in the plant, provide a reasonable opportunity for the employee to interview the Committeeperson and in appropriate circumstances management will meet with the employee and/or Committeeperson before the employee leaves the plant.

The plant management agrees promptly upon such suspension or discharge, to notify in writing, the Committeeperson on the shift of the suspension or discharge and reason therefor.

USE OF PAST RECORD

Section 14

In imposing any discipline on a current charge, management will not take into account any prior infractions which occurred more than three (3) years previously nor impose discipline on an employee for falsification of said employee's employment application after a period of eighteen (18) months from the employee's date of hire.

Section 15

A conference shall be arranged as necessary between the plant committee and the Depot Manager or the Depot Manager's designated representative for the consideration of appealed **grievances prior to the Depot Manager or said** designated representative submitting a written decision. The Company will pay for time spent on such conferences by employee members of the plant committee. The National representative of the Union and/or the President of the Local provided such President is an employee of the Company or additional members of the Company management may attend such conference.

ARBITRATION

Section 16

Where a grievance alleges improper suspension or discharge of an employee or alleges that an employee has been wrongfully classified, or where the Union on behalf of an employee concerned alleges that there has been a misinterpretation or a violation of this Agreement, the difference between the parties and any grievance involving such **suspension**, discharge, classification, misinterpretation or violation shall within thirty **(30)** days from the date of the decision in the preceding step be referred to arbitration in a manner and under conditions hereinafter set forth.

Section 17

Upon the written request of the Union on behalf of the employee concerned made to the Company, or upon the written request of the Company made to the Union, any such grievance which has not been settled to the satisfaction of the parties concerned after being carried through the relevant steps of the grievance procedure of this Agreement shall be referred to an Umpire.

Such Umpire shall be chosen either by mutual agreement of the parties involved or, failing such agreement within five (5) regular work days (excluding Sundays and holidays or days observed therefor) from the date of the written request for arbitration by the Minister of Labour for the Province of Ontario. If the Union requests the arbitration and fails within sixty (60) days from the date of the written request therefor to request the appointment of an Umpire by the Minister of Labour, such failure shall constitute dismissal of the grievance.

Section 18

The Company, and the Union on behalf of the employee concerned, shall within three (3) regular work days (excluding Sundays and holidays or days observed therefor) prior to the date of hearings as fixed by the Umpire sign a joint stipulation of the dispute or question which is to be arbitrated. Such stipulation shall contain a statement of the position of the Company as well as a brief statement of the position of the Union on the question at issue although such statements are in conflict with respect to the positions of the parties.

section 19

The arbitration hearings shall be held at a place mutually agreed upon by the parties, or failing agreement as fixed by the Umpire.

Section 20

The jurisdiction of the Umpire shall be limited to a decision on the dispute or question set forth in the stipulation. In arriving at a decision the Umpire shall not change or disregard any provisions of the Agreement nor establish or change any wage or rate of pay. All decisions of the Umpire arrived at in accordance with the

provisions of this Agreement shall be final and binding on the Company and all persons concerned. The Umpire, however, shall have power to modify or set aside any penalty imposed by the Company relating to the grievance then before the Umpire.

Section 21

The expense, if any, of the Umpire shall be divided equally between the Company and the Union and shall be paid by them.

SENIORITY

Section 22

As far as accumulation of seniority is concerned prior to the date of this Agreement, seniority shall be as presently recorded by the Company.

section 23

- (a) New employees of the plant shall be considered as probationary employees for the first ninety **(90)** calendar days of their employment, except as provided in subsection **(b)** below. The ninety **(90)** calendar day probationary period shall be accumulative over twelve **(12)** consecutive months. After employees have finished the probationary period, they shall be entered on the respective seniority lists of their respective classifications and shall rank for seniority from the date ninety **(90)** calendar days prior to the date upon which seniority is attained, and seniority shall be by classification accordingly. There shall be no seniority among probationary employees.
- (b) New employees of the plant hired as vacation replacements shall be considered as probationary employees for the first one

hundred twenty **(120)** days of their employment. They shall not accumulate time toward the **fulfillment** of the probationary period unless and until their employment status is changed from that of a vacation replacement to that of a new employee under subsection **(a)**. If a new employee's status is changed to permanent, the employee's time worked will be used to establish the employee's seniority as a regular employee, and the employee will not be required to serve a double probationary period.

Section **24**

Seniority shall cease for any one of the following reasons:

- (a)** If the employee quits;
- (b)** If the employee is discharged and such discharge is not reversed through the grievance procedure;
- (c)** If the employee is absent for five **(5)** regular working days without advising the supervisor concerned giving satisfactory reasons;
- (d)** If the employee fails to return to work within five **(5)** regular working days after notification to do so to the employee's address on record with the Company unless the employee furnishes satisfactory reasons for such failure;
- (e)** If the employee is not called upon to perform work for the Company for a period of sixty **(60)** consecutive months, or a time equal to the employee's seniority, if greater;
- (f)** If the employee retires under the pension plan;

- (g) If the employee accepts a separation payment under the Supplemental Unemployment Benefit Plan effective the date the payment is issued by the Company;
- (h) If the employee received permanent and total disability benefit under a group life insurance policy held by the Company.

Section 25

The Company will accept as a satisfactory reason under Section **24(c)** and **24(d)** for absence up to one hundred and eighty (**180**) days an employee's conviction for an offence arising out of the operation of a motor vehicle.

Section 26

A seniority list shall be maintained at all times by the Company and shall be made available to the Plant Chairperson for inspection to the extent reasonably necessary.

Section 27

The Company shall post revised seniority lists each three (**3**) months and a copy of same shall be supplied to the Plant Chairperson.

Section 28

An employee who transferred out of the bargaining unit or from a position subsequently included in the bargaining unit at any time prior to December **15, 1976** and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated as of December **15, 1976**.

An employee transferred out of the bargaining unit after December 15, 1976 and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated immediately prior to the employee% transfer out of the bargaining unit.

An employee transferred to a position included in the bargaining unit as provided above shall be transferred to the shift on which the employee worked immediately prior to transfer from the unit and shall displace the junior employee on that shift. If the employee% seniority does not entitle the employee to displace the junior employee on that shift the employee shall, seniority permitting, displace the junior employee in the plant and shall enjoy seniority rights in **all** respects according to the provisions of this Agreement.

Section 29

Notwithstanding their seniority status Plant Committee persons shall in the event of a **layoff** be retained **or** returned to work when **work** is available in the plant, provided they are able and willing to satisfactorily perform the work being done at the time.

LAYOFF AND RECALL

Section 30

In the case of temporary layoff due to material shortages, machinery breakdown, power failure, fire, flood or similar causes, employees may be laid off without regard to seniority. If after two **(2)** days the laid off employees are not returned to work, the layoff shall be changed to a plant-wide basis as provided under Section **(32)**.

Section **31**

When there is a temporary layoff, that is a reduction in force for a definite period of time for any reason not set forth in Sections **(30)** and **(32)**, employees on each shift in each classification and in each department or such groupings of departments performing substantially similar work as may be agreed upon locally will be laid off as follows:

- (a) Probationary employees will be laid off.
- (b) Employees with less than one year of seniority will be laid off according to seniority.
- (c) Employees with one year or more of seniority will be laid off in the inverse or descending order of their seniority with the most **senior** employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date. **However**, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required.
- (d) If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection **(c)** above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period. An employee who **elects** to return on the originally scheduled date will displace the junior employee on the shift in the classification in the department.
- (e) (i) If it becomes necessary to recall employees laid off under Subsection **(c)** above prior to the date originally planned, they will be recalled in the ascending order of their seniority

with the most junior such employee on each shift in each classification in each department or group of departments being called first.

- (ii) If, after employees are temporarily laid off under Subsection (c), it is determined in a department or group of departments that the temporary layoff will be extended for an indefinite period of time, the work force in the department or group of departments including those employees on temporary layoff will be adjusted within ten (10) working days in accordance with Section (32).

Section 32

In the event of an indefinite reduction of work to be performed, probationary employees shall be laid off first and thereafter employees having the least seniority in the plant shall be laid off, provided those employees remaining are able and willing to satisfactorily perform the work to be done. However, the Company shall not be required to promote an employee at time of layoff to a higher paid classification.

If there is an increase in force after a layoff, employees shall be recalled to work according to seniority provided they are able and willing to satisfactorily perform the available work. However, the Company shall not be required to promote an employee at time of recall.

Section 33

When reasonably practicable the Company will give twenty-four (24) hours' notice of layoff to employees.

PROMOTIONS AND TRANSFERS

Section 34 - Posting Procedure

Whenever a permanent vacancy occurs the vacancy shall be posted and filled in the following manner:

- (a) Every posting **shall** be for forty-eight **(48)** hours (two **(2)** regular working days) and in order to qualify for the posted job an applicant must be able and willing to satisfactorily perform the work to be done.
- (b) Notice of the **vacancy** shall be posted and the qualified employee **with** the greatest seniority who applies, in writing, for the job shall be given the **job**; however, if after a reasonable time such **employee** is found not to be satisfactorily performing the **work**, he shall be sent to the Employment Department for placement.
- (c) **The** job left vacant by the **successful** applicant for the posting in **(b)** above **shall** be filled in accordance with the **principle** of **(h)** below with no more than one **(1)** move being required.
- (d) During the time that a vacancy is posted the Company **may** fill the job temporarily.
- (e) An employee shall be entitled to be considered as a successful applicant for a maximum of two **(2)** postings in any twelve **(12)** month period.
- (f) This section shall not apply to
 - (i) Temporary **layoff** or recall following such layoff until the status prior to the layoff has been reached.
 - (ii) A vacancy created by a temporary condition or created by an employee who is absent on account of sickness,

injury, absenteeism or a temporary leave of absence **authorized** by the Company until the Company is satisfied that such employee will not return to the job, or until the temporary condition has become permanent.

- (iii) A government security or Company security job.
- (iv) Probationary employees.
- (g) At the request of the relevant Committeeperson, the Supervisor shall discuss with said Committeeperson the filling of a vacancy posted under this Section.
- (h) Management, in filling permanent vacancies, will give preference to employees with the greatest seniority who are able to satisfactorily perform the work to be done. A permanent job is one which is
 - (i) expected to last more than thirty (30) days unless extended by mutual agreement, or
 - (ii) not covered under (f) above.

Section 35 - Transfer of Operations

- (a) If the Company removes from its National Parts Depot any operation, which is presently carried on therein to another Canadian Plant of the Company, employees who are laid off as a direct consequence of the transfer of operations will be granted preferential work opportunity on the job in the new location up to the number required at the new plant to perform the transferred work.
 - (i) employees laid off as a direct result of such transfer must make application for work opportunity

within fourteen **(14)** calendar days of their layoff.

- (ii) employees accepting work opportunity under these provisions shall have date of entry seniority at the new plant, if such plant is represented by the Union.
- (iii) employees accepting work under the provisions of this section shall retain rights accrued for purposes of holiday pay, payment in lieu of vacation, pensions, insurance and the Supplemental Unemployment Benefit Plan.

- (b) Employees placed at the National Parts Depot shall be subject to **recall** at the Depot from which they were laid off for permanent openings. They will be bypassed on temporary openings.
- (c) When recalled to the Depot from which they were laid off, an employee who accepts the recall shall have seniority terminated at the National Parts Depot. if the employee declines the recall to the Depot from which the employee was laid off, the employee's seniority at that Depot shall terminate and the employee shall retain only the date of entry seniority at the National Parts Depot.
- (d) The termination of seniority of an employee from the National Parts Depot will result in the termination of seniority at all plants.

VACATION PLAN

Section **36**

The qualifying period shall remain as heretofore, namely from **1st July** to following **30th** June.

Section 37

- (a) An employee qualifies for a vacation payment and a paid absence allowance if:
 - (1) the employee has one (1) year of seniority as of the end of the qualifying period, and
 - (2) the employee has worked during such period.

- (b) An employee is entitled to a full vacation payment and a full paid absence allowance if, in addition to (a) above:
 - (1) the employee is not laid off and/or on strike for more than a total of one hundred and twenty (120) calendar days during the qualifying period;
 - (2) the employee is not on leave or leaves of absence for more than a total of one hundred and twenty (120) calendar days during the qualifying period;
 - (3) the employee is absent due to sickness or injury and would have qualified under subsection (1) above except for such absence due to sickness or injury.

- (c) An employee is entitled to a pro-rated vacation payment and a pro-rated paid absence allowance, if, in addition to (a) above:
 - (1) the employee is laid off and/or on strike, or on leave of absence for a period in excess of one hundred and twenty (120) calendar days during the qualifying period;
 - (2) the employee retires or is deceased.

Section 38

- (a) If an employee is laid off and takes sick after layoff has started, said sick days during layoff will be considered as layoff days.
- (b) If an employee who is laid off and (when called back to work) is not able to report for work because of sickness, said sick days after notice to return to work will be considered as sick days off, not as layoff days.
- (c) If an employee is subject to a notice of layoff and takes sick before the day of layoff, said layoff time will be computed from actual time of layoff.

Section 39

- (a) Any employee qualifying for vacation payment will be paid a vacation payment on **the** basis of the employee's hourly rate (exclusive of overtime premium but including shift premium) as of **May 31st** of the qualifying period or as of the last day on which the employee performed work during the qualifying period if prior to **May 31st**, in accordance with the following scheduler

Seniority June 30th of the Qualifying Period	Vacation Pay	Paid Absence Allowance
1 but less than 3 years	40 hours	60 hours
3 but less than 5 years	60 hours	60 hours
5 but less than 10 years	80 hours	60 hours
10 but less than 15 years	100 hours	60 hours
15 but less than 20 years	120 hours	60 hours
20 years or more	160 hours	60 hours

- (b) Vacation pay shall be paid to eligible employees in July of each year, provided, however, that an employee may elect to be paid all or part of said vacation pay at the time the employee takes a vacation leave of

absence, computed as set forth above, by indicating this election on the vacation request form.

Section **40**

- (a) An **employee may** use the hours credited to the employee's paid absence allowance in units of no less than one-half (1/2) **day** periods for: excused absence because of illness when not receiving Sickness and Accident Insurance, or absence that the employee's supervisor has excused because of personal business; or at the time of an approved leave of absence as an extension to the employee% vacation.
- (b) A request for paid absence allowance by an eligible employee made subsequent to such absence will be approved for payment, but such payment shall not make such absence an excused absence or preclude management from considering such absence as the basis, in whole or in part, for disciplinary action.
- (c) Payments from an employee% paid absence allowance because of absence or because of termination of the employee% employment by death, retirement or otherwise, shall be computed at the employee's straight time hourly rate on the employee% last day **worked** exclusive of overtime premium, but including shift premium, and the amount of any **cost-of-living** allowance then in effect.
- (d) Payment of that portion of an employee's paid absence allowance earned during a qualifying period and not used before the-end of the subsequent qualifying period shall be computed in the same manner as the employee's vacation payment for the year in which the payment is made.
- (e) Within thirty (**30**) days after the Company receives notification of the termination of

the employee's employment by death, retirement or otherwise. the **Company** will **pay** to the employee or the employee's estate (computed pursuant to **(c)** above), the portion of the employee's paid absence allowance that was not used. Any portion of an **employee's** paid absence allowance that the employee does not use in the form of paid absences during the twelve **(12)** month period following **June 30** will be paid to the employee (computed as provided in Section **39**) at the time the Company makes the vacation payment in the following year.

Section 41

It is agreed that the vacation shall be granted within the months of June, July and August and the notice of the vacation period shall be posted no later than March **31st** in each year and prior to that date the parties will discuss whether the vacation period for such year shall be one **(1)** week or two **(2)** weeks.

PAID HOLIDAY!?

section **42**

Each employee will be paid eight **(8)** hours' pay at the employee's regular straight-time hourly rate (exclusive of overtime premium but including shift premium) for any of the following holidays, namely,

December **24, 1987**
December **25, 1987**
December **28, 1987** Christmas
December **29, 1987** Holiday
December **30, 1987** Period
December **31, 1987**
January **1, 1988**

April 1, 1988 Good Friday
May 23, 1988 Victoria Day
July 1, 1988 Canada Day
August 1, 1988 Civic Holiday
September 5, 1988 Labour Day
October 10, 1988 Thanksgiving Day

December 26, 1988)
December 27, 1988)
December 28, 1988) Christmas
December 29, 1988) Holiday
December 30, 1988) Period
January 2, 1989)

March 24, 1989 Good Friday
May 22, 1989 Victoria Day
July 3, 1989 Canada Day
August 7, 1989 Civic Holiday
September 4, 1989 Labour Day
October 9, 1989 Thanksgiving Day

December 25, 1989)
December 26, 1989)
December 27, 1989) Christmas
December 28, 1989) Holiday
December 29, 1989) Period
January 1, 1990)

April 13, 1990 Good Friday
May 21, 1990 Victoria Day
July 2, 1990 Canada Day
August 6, 1990 Civic Holiday
September 3, 1990 Labour Day
October 8, 1990 Thanksgiving Day

provided the employee has seniority as of the date of such holiday and qualifies under the following rules:

- (a) The employee has worked the employee% last scheduled working day and within one (1) week immediately before, and the employee% next scheduled working day after, such holiday, or

- (b) The employee has worked within one **(1)** week immediately before the day on which such holiday falls but is absent from work on the **employee's** last scheduled working **day before**, or on the employee's next scheduled working day after, such holiday and furnishes **satisfactory** reasons to the employee's Supervisor for such absence, or
- (c) **The** employee is absent on vacation under the established vacation plan or is on one **(1)** week leave of absence granted immediately preceding or following the employee's vacation period, or
- (d) The employee is on leave of absence, granted in writing, and returns to work **following** the holiday but during the calendar week in which the holiday fell, or
- (e) The employee is absent on sick leave, or layoff due to reduction in force, and such **absence** or layoff has commenced within thirty **(30)** calendar days prior to the holiday (except that an employee on sick leave and **in** receipt of Workers' Compensation benefits for such holiday shall not qualify for the holiday), or
- (f) An employee who is on indefinite layoff and otherwise eligible for holiday pay will be paid holiday pay without being required to work the employee's next scheduled working day after such holiday, or
- (g) In the case of holidays which fall in the holiday period starting December **23** through the following January **2**, the employee must have worked the last scheduled working day prior to, and the next scheduled working day after such holiday period.

Section 43

Any employee who agrees to work on any such holiday and fails to do so shall not be eligible for any pay therefor, unless the employee furnishes to the employee's Supervisor satisfactory reasons for said absence.

Section 44

When any of the above enumerated holidays falls on a Sunday and the following day is observed as a holiday by the Government of Canada, the day so observed shall, for all purposes in connection with the foregoing holiday procedure, be treated as the relevant holiday in lieu of the day upon which such holiday actually falls. It is understood that if any of the above holidays within the specified period falls on a Saturday or Sunday this shall not preclude payment for same.

Section 45

If the Government of Ontario declares a holiday to be observed other than those specifically enumerated in Section (42), it is agreed that the total holidays shall not be increased and the parties shall agree to substitute the holiday so declared for one of the specifically enumerated holidays set out in Section (42).

**S.U.B., INSURANCES, RELOCATION,
INCOME MAINTENANCE/
VOLUNTARY TERMINATION,
LUMP SUM PAYMENT AND LEGAL SERVICES**

Section 46

The following Agreements are incorporated and made a part of this Agreement:

- Exhibit A - Supplemental Unemployment Benefit Plan
- Exhibit B - Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan
- Exhibit C - The Life and Disability Insurance Program
- Exhibit D - Relocation Allowance Plan
- Exhibit E - Lump Sum Payment Plan
- Exhibit G - The Health Care Program

WORKING HOURS

Section 47 - Work Week

The Company's regular work week consists of five (5) eight (8) hour shifts Monday through Friday.

Section 48 - Shift Hours and Premiums

- (a) The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
- (b) Employees employed on the second or third shift shall receive in addition to their regular pay for hours worked on those shifts, five per cent (5%) and ten per cent (10%) respectively, additional compensation.

Section 49 - Time and One-Half

Time and one-half will be paid as follows:

- (a) For authorized time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift, or forty (40) hours per week Monday through Friday.

- (b) For **authorized** time worked on any Saturday, except when a shift starts on Friday and continues into Saturday (excluding days observed as holidays designated in Section **(42)**).

Section 50 - Double Time

Double time will be paid as follows:

- (a) For **authorized** time worked on a Sunday (excluding days observed as holidays designated in Section **(42)**).
- (b) For **authorized** time worked on any of those holidays designated in Section **(42)**.

Section 51 - Call-In Pay

An employee reporting for work on instructions of the Company, but for whom no work or less than four **(4) hours' work** at the employee's regular job is available, will be offered at least four **(4) hours' employment** or at the Company's option, will be paid four **(4) hours' time** at the rate the employee would have received had the employee actually worked. This provision shall not apply when such lack of work is due to a labour dispute, fire, flood, or other cause beyond the control of the Company.

Section 52 - Overtime Pyramiding Prohibited

The allowance of overtime pay or premium pay (other than shift premium) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

Section 53

An employee who receives Workers' Compensation will be paid by the Company for the balance of the shift on which the injury occurred.

WAGES

Section 54 - Cost-f-Living Allowance

- (a) Effective with the adjustment scheduled for March 7, 1988, the cost-of-living allowance will be determined in accordance with changes in the Consumer Price Index published by Statistics Canada (1981 = 100) in accordance with the Letter of Understanding signed by the parties.
- (b) Adjustments in the cost-of-living allowance shall be made on the following days, and in each case, shall be based on the following Consumer Price Indexes:

<u>Effective at Beginning of First Pay Period Commencing On or After:</u>	<u>Based on Three-Month Average of the Consumer Price Indexes Published For:</u>
March 1, 1988	November, December, 1987; January, 1988
June 1, 1988	February, March, April, 1988
September 1, 1988	May, June, July, 1988
December 1, 1988	August, September, October, 1988
March 1, 1989	November, December, 1988; January, 1989
June 1, 1989	February, March April, 1989

Effective at Beginning of First Pay Period Commencing On or After:	Based on Three-Month Average of the Consumer Price Indexes Published For:
September 1, 1989	May, June, July, 1989
December 1, 1989	August, September, October, 1989
March 1, 1990	November, December, 1989; January, 1990
June 1, 1990	February, March, April, 1990
September 1, 1990	May, June, July, 1990

In determining the three-month average of the Indexes for a specific period, the computed average shall be rounded to the nearest **0.1** Index Point.

In no event will a decline in the three-month average Consumer Price Index below **137.9** provide the basis for the reduction in the wage scale by job classification.

- (c) 1. Effective January **25, 1988** subject to ratification but after the application of **the wage** increases provided in **Section (56)**, one dollar and twenty-four cents (**\$1.24**) shall be deducted from the one dollar and forty-nine cents (**\$1.49**) cost-of-living allowance in effect immediately prior to that date and shall be added to the full base rate for each classification.
2. The amount of the cost-of-living allowance effective January **25, 1988** subject to ratification and ending March **6, 1988** shall be fifteen cents (**15¢**) per hour.

3. Commencing March 7, 1988 and for each period thereafter as provided in Subsection (b), the allowance shall be determined in accordance with the following table:

Three-Month Average Consumer Price Index	Cost-of-Living Allowance
137.9 or less	None
138.0	1¢ per hour
138.1	2¢ per hour
138.2	3¢ per hour
138.3	4¢ per hour
138.4	5¢ per hour
138.5	6¢ per hour
138.6	7¢ per hour
138.7	8¢ per hour
138.8	9¢ per hour
138.9	10¢ per hour
139.0	11¢ per hour
139.1	12¢ per hour
139.2	13¢ per hour
139.3	14¢ per hour
139.4	15¢ per hour
139.5	16¢ per hour
139.6	17¢ per hour
139.7	18¢ per hour
139.8	19¢ per hour

and so forth with one cent (1¢) adjustment for each 0.1 point change in the Average Index as calculated in accordance with the Letter of Understanding signed by the parties.

4. For each adjustment during the ten three-month periods beginning March 7, 1988 and ending June 3, 1990, in which an increase in the cost-of-living allowance shall be required according to the above table, the amount of the increase so required each three-month period shall be reduced by one cent (1¢). However, there shall be

no reduction as provided herein in any three-month period in which the cost-of-living allowance required by the table is equal to or less than the amount of the cost-of-living allowance provided by the table in the preceding three-month period. Following the adjustment for the three-month period beginning June 4, 1990, the total sum reduced during the ten-periods shall be subtracted from the cost-of-living allowance table and the table shall be adjusted so that the actual three-month average Consumer Price Index equates to the allowance actually paid during the period beginning June 4, 1990

- (d) The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime pay, shift premium, holiday pay, call-in pay, jury duty pay, bereavement pay, paid absence allowance payments, and vacation pay.
- (e) In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Subsection (b), any adjustment in the allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.
- (f) No adjustments, retroactive or otherwise, shall be made due to any revision that may later be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance has been determined.
- (g) The continuance of the cost-of-living allowance shall be contingent upon the availability of the Consumer Price Index referred to in Subsection (a) published by

Statistics Canada and calculated on the same basis as the Index for October, **1987**, unless otherwise agreed upon by the parties.

- (h) **The** cost-of-living allowance payable under the provisions of this Section shall be included in an employee's weekly pay cheque.
- (i) **Pay adjustments** made in a cost-of-living allowance period applicable to any previous cost-of-living allowance period will include the allowance applicable during the period to which the adjustments relate.

Section 55 - Special Canadian Adjustment

The Special Canadian Adjustment of **seventy-four cents (74¢)** provided in Section **(55)** of the **1985** National Parts Depot Agreement shall continue to be added to the cost-of-living allowance provided in Section **(54)c**.

Effective December **19, 1988**, the Special Canadian Adjustment of seventy-four cents **(74¢)** shall be added to the full base rate for each classification.

Section 56 - General Increases

- (a) Effective January **25, 1988** subject to ratification each employee covered by this **Agreement** shall receive an increase in the **employee's** straight time hourly wage rate (exclusive of cost-of-living allowance, and shift premium, seven-day operations premium, and any other premiums), in accordance with the following table:

Straight Time Hourly Wage Rate	Wage Increase
Less than \$12.50	37¢ per hour
\$12.50 - 12.83	38¢ per hour
12.84 - 13.16	39¢ per hour
13.17 - 13.49	40¢ per hour
13.50 - 13.83	41¢ per hour
13.84 - 14.16	42¢ per hour
14.17 - 14.49	43¢ per hour
14.50 - 14.83	44¢ per hour
14.84 - 15.16	45¢ per hour
15.17 - 15.49	46¢ per hour
15.50 - 15.83	47¢ per hour
15.84 - 16.16	48¢ per hour
16.17 - 16.49	49¢ per hour

- (b) The increase in base rates provided for in this Subsection will be added to the full base hourly rate for each classification. After the application of the general wage increase provided in section (a) above, a Special Increase for Skilled Trades of forty cents (~~40¢~~) will be added to the full base hourly rate for each skilled trades classification.
- (c) Effective December **19, 1988**, a general wage increase of twenty-five cents (~~25¢~~) will be added to the full base hourly rate for each classification.
- (d) Effective December **18, 1989**, a general wage increase of twenty-five cents (~~25¢~~) will be added to the full base hourly rate for each classification.

Section **57** - Wage Progression

- (a) (i) A new employee hired on or after the effective date of this Agreement shall be hired at a rate **equal** to eight-five percent (~~85%~~) of the full base rate of the job classification.

- (ii) At the expiration of one hundred and eighty **(180)** days of employment, such employee shall receive an increase to ninety percent **(90%)** of the full base rate of the job classification.
 - (iii) At the expiration of three hundred and sixty-five **(365)** days of employment, such employee shall receive an increase to ninety-five percent **(95%)** of the full base rate of the job classification.
 - (iv) At the expiration of five hundred and forty-five **(545)** days of employment, such employee shall be paid the full base rate of the job classification.
- (b) An employee will receive credit for seven days for each pay period during which the employee works except that credit will not be given for any days the employee is on layoff. Credit will not be given for any pay period during which for any reason, the employee does not work except that an employee disabled from work by compensable injury or legal occupational disease shall accrue credit toward pay periods worked and in the case of the pay-period in which the full week of the Christmas Holidays fall, provided the employee would otherwise **have** been scheduled to work. Further, an employee will be given progression credit of either one or two weeks of the vacation shutdown period provided the employee earns at least **40** or **80** hours of vacation and paid absence allowance entitlement respectively. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of days of employment.
- (c) A laid-off seniority employee hired in a job classification other than skilled trades, shall receive a base **rate**, upon **re-employment**, which has the same relative position to the

maximum base rate of the job classification as had been attained by the employee prior to layoff. Such employee shall continue to be covered by the rate progression provisions in effect during the employee's previous employment. Upon such **re-employment**, the credited rate progression period of the employee's prior period of employment shall be applied toward the employee's rate progression to the maximum rate of the job classification.

- (d) **The foregoing Section (57)(a), (57)(b) and (57)(c) shall not apply to skilled trades classifications.**

LEAVE OF ABSENCE

Section 58

- (a) **The management upon being shown good and sufficient reason may grant an employee a temporary leave of absence without loss of seniority. Before an employee may be granted a leave of absence for the purpose of attending to Union business, a written request for such leave must be submitted to the Depot Manager or designated representative by the President or the Financial Secretary-Treasurer of Local 1285.**
- (b) **A leave of absence may be granted for a period not to exceed one hundred and twenty (120) days if required for the purpose of travelling to a foreign country.**
- (c) **A leave of absence for a period not to exceed one (1) year without loss of seniority may be granted an employee with at least one (1) year's seniority, in order to attend a recognized college, university, or trade or technical school full time, provided the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of**

absence to attend a primary or secondary school will be regarded as being within the intent of this Subsection **(b)** and the schooling will be regarded as being related to the employee's employment opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted the employee as a student, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one **(1)** year each.

- (d)** A leave of absence for a period not to exceed one **(1)** year without loss of seniority will be granted an employee who is elected or appointed to a full-time position at a credit union chartered by the Province of Ontario to service primarily Chrysler employees. Such leave of absence may be extended for additional periods not to exceed one **(1)** year each.
- (e)** Any seniority employee who is elected to **public** office (**municipal**, provincial or federal) shall, upon written application to the Depot **Manager** or designated **representative**, be granted a leave of absence for the period of time necessary to **fulfill** the duties of such office during the employee's first term. Additional leave(s) of absence for service in elected public office may be granted upon written application by the employee. While on such **leave(s)** of absence an employee shall accumulate seniority.
- (f)** The President and the Financial **Secretary-Treasurer** of Local **1285** of the Union and **any** National representative of the Union, being employees of the Company, so long as Union offices held by them are full-time positions, shall be granted leave of absence by the Company for a period of two **(2)** years,

subject to renewal on applications to the Company for further successive periods of two (2) years each, and while on such leave of absence shall accumulate seniority.

Section 59 - Bereavement Pay

- (a) When death occurs in the employee's immediate family, i.e., spouse, parent, step-parent or grandparent, parent, step-parent or grandparent of current spouse, child or step-child, grandchild, brother, sister, step-brother, step-sister, half-brother, half-sister, son-in-law or daughter-in-law, a seniority employee, on request, will be excused, and after making written application therefor, receive payment for up to three (3) normally scheduled eight (8) hour days of work (excluding Saturdays, Sundays and holidays) during the period commencing with the date of death and ending with the second calendar day after the day of the funeral provided the employee attends the funeral.
- (b) The employee shall receive Bereavement Pay for the first three (3) full working days on which the employee is absent during the period established in Subsection (a).
- (c) An employee who returns to work on or after the date of the funeral will not be eligible for Bereavement Pay for any subsequent absence in connection with that bereavement.
- (d) Payment shall be made at the employee's straight-time hourly rate on the last day worked exclusive of shift and overtime premiums but including the amount of any cost-of-living allowance then in effect. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 60 – Jury Duty

Any employee with seniority who is called to and reports for jury duty (including coroner's juries and duty required in connection with the Ontario Public Institutions Inspection Panel) shall be paid an amount equal to the employee's straight-time hourly rate, exclusive of shift, overtime, and any other premiums, on the last day worked multiplied by eight (8) or the number of hours less than eight (8) that the employee otherwise would have been scheduled to work for the Company on the day for which the payment is to be made less the daily jury duty fee (not including travel allowances or reimbursement of expenses) paid the employee by the court in which the employee serves.

In order to receive payment under this Section, an employee must give the Company prior notice that the employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which the employee claims such payment. Any employee who is called to and reports for an interview or an examination to qualify for selection to a jury shall be considered to have performed jury duty and shall qualify for jury duty pay if otherwise eligible as provided herein.

An otherwise eligible hourly employee who reports for jury duty service in accordance with the direction of the court and who is released by the court early in the day, is not required to return to work on that day to be eligible for jury duty pay for the day.

This Section is not applicable to an employee who, without being summoned, volunteers for jury duty.

OVERTIME DISTRIBUTION

Section 61

- (a) Overtime will be evenly distributed when reasonably possible among those seniority employees in the plant on the same shift who normally perform the work to be done; provided also in the event an employee voluntarily misses a turn at such overtime the employee shall be considered as having worked the turn insofar as distribution of such overtime is concerned.
- (b) Employees will be given twenty-four **(24)** hours' notice of overtime to be worked, whenever reasonably possible. When an employee declines to work overtime when the Company does not give twenty-four **(24) hours'** notice of overtime, on a Saturday, Sunday or holiday, the employee's overtime record will not be charged with such hours.
- (c) When work is performed on a Saturday, Sunday or holidays on only one shift, overtime will be evenly distributed amongst all seniority employees in the plant who normally perform the work to be done, whenever reasonably possible.
- (d) The overtime records shall be kept on the basis of overtime hours paid rather than for overtime hours worked.
- (e) Probationary employees will not be scheduled for overtime work until all seniority employees on the shift normally performing the work are given the opportunity to work. When an employee completes the probationary period, said employee will be assigned the greater of **(1)** the number of overtime hours worked or **(2)** the average number of overtime hours of the shift.
- (f) Employees absent from work when a canvass for overtime is made will not be charged with

overtime hours that would have been available to them.

- (g) When the employee% entire shift or the whole plant is scheduled or canvassed to work and the employee returns from absence on a shift prior to the date overtime is to be worked effort will be made to provide overtime opportunity to the employee.
- (h) Where reasonably possible low overtime hour employees on the same shift who normally perform the work to be done will be provided with overtime work opportunities. When overtime hours are equal, the employee with the greatest seniority who normally performs the work should be provided the opportunity to work.
- (i) Hours charged but not worked will be identified.
- (j) **The** overtime records shall be made available to the employee, the Committeeperson concerned and the Plant Chairperson for inspection to the extent reasonably necessary for such employee, Committeeperson or Plant Chairperson, to ascertain the overtime status of such employee.
- (k) The overtime records shall be posted and will be updated weekly.
- (l) Where notice can be reasonably given in advance, the Supervisor will notify the relevant Committeeperson or the Plant Chairperson of the overtime work to be done and the employees involved.

SUPERVISORS WORKING

Section **62**

It is the express policy of the Company that supervisory personnel are for the purpose of

carrying out supervisory functions and are not expected to displace employees covered by this Agreement.

However, a supervisory employee **may** perform operations where an emergency arises out of unforeseen circumstances which calls for immediate action to avoid interruption of operations and the Supervisor may also perform operations for purposes of instruction or training as may be necessary in the discharge of supervisory duties, provided that the act of performing the aforementioned operations in itself does not reduce or affect the hours of work or pay of any employee covered by this Agreement.

DISABLED EMPLOYEES

Section 63

In the event of an employee suffering a disability which would prevent an employee from carrying out normal duties the Company, if unable to place the employee on a job on an employee's regular shift consistent with a physical disability, may make exceptions to the seniority provisions of this Agreement in favour of such employee. However, if in the event of a layoff the **employee's** seniority- does not entitle the employee to remain at work the employee shall be laid off accordingly and the employee shall be called back according to seniority provided the employee has the ability to satisfactorily perform the work to be done,

REINSTATEMENT AFTER DISABILITY

section **64**

When an employee's absence from work is due solely to disability resulting from sickness or **injury** and due proof of the **disability** is given to the **plant**, the employee will be returned to work in accordance with the employee's seniority and these rules as nearly as may be possible, as if the

employee had not suffered disability, provided, the employee passes the required medical examination. If the disposition made as the result of any such medical examination is not satisfactory, the employee may ask to discuss the matter at the plant with the Committee person concerned, and management will arrange for the employee to do so. If a grievance on the matter is submitted, it may be referred to Step 2 of the grievance procedure. The Plant Committee may then take the grievance up with the Depot Manager, or designated representative. In proper cases, the **parties** may select an independent physician to resolve the conflicting medical findings of the employee's personal physician and the plant physician with respect to determining the employee's ability to perform the duties of the available work to which the employee would be entitled by seniority. The selection of an independent physician by the Plant Management and the Local Union will be made within seven **(7)** working days from the date the matter was referred to the Depot Manager or designated **representative**. Costs will be **paid** half by the Company and half by the **Union**. **Retroactive** pay if any shall be limited to the period beginning with the day of the final examination by the **physician** or specialist selected.

The decision of the independent physician shall be final and binding on the Company, the employee involved and the Union.

RETURNING TO WORK **NOTIFICATION**

section **65**

When reasonably practicable, an employee shall give the supervisor concerned at least twenty-four **(24)** hours' notice of the employee's intention to return to work following an illness in excess of five **(5)** days or prior to the **expiry** date of a written leave of absence.

NEW JOBS

Section 66

- (a) When a new job is placed in the depot and cannot be properly placed in an existing classification, the Corporation will set up a new classification and rate of pay for that job. A written notice of classification, rate of pay, and effective date of classification and rate of pay will be given to the National Union.
- (b) If the Union disagrees with the new classification or rate of pay, the Union may file a written grievance **directly** with Management's **representative** as **provided** in Section **(11)** of the Agreement within thirty **(30) days** of the date of the notice provided in **(a) above**.
- (c) If the parties fail to agree on a classification and/or rate of pay, the Union may submit the matter to the umpire as provided in Section **(17)** of the Agreement. The umpire shall be empowered to determine whether the classification and/or rate of pay assigned to the classification is proper.
- (d) In determining whether the rate of pay assigned to the classification is proper, the umpire shall do so by comparing such classification with other comparable classifications in the bargaining unit the rates of pay of which are consistent with the established wage structure. The umpire's decision shall be limited to the matter in dispute and to determining the propriety of the classification and the rate of pay of the classification in dispute.
- (e) When the Corporation establishes a new classification and assigns that classification a rate of pay within the established wage structure and gives notice of same to the Union, and the Union within thirty **(30) days**

of receipt of such notice does not file a written grievance as provided in Section (c) above, such classification and rate of pay shall be deemed satisfactory to the Union and not subject to the grievance procedure.

- (f) The Corporation has a responsibility and a duty to properly classify. Accordingly, from time to time during the term of this Agreement, the Corporation may review the propriety and, where warranted, adjust the classification of employees.
- (g) The provisions of this Agreement, shall not relieve or otherwise limit the Corporation in carrying out its obligations in this respect, notwithstanding the fact that employees may have been assigned to another classification.

MAINTENANCE CONTRACTING

Section 67

- (a) It is the policy of Chrysler Canada Ltd. to perform maintenance work with its own employees, provided it has the employees available, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times the Corporation does not deem advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractor. This section is not to be regarded as impairing that right in any way.
- (b) In applying the provisions of this section it is our intention that, except where time and circumstances prevent it, advance discussions will take place with the Chairperson of the Union before any final decision has been made as to whether the work should be contracted out.

BULLETIN BOARDS

Section 68

- (a) The Company extends to the Union the privilege of using two (2) bulletin boards in its National Parts Depot, to be prepared by the Company and to be located as agreed upon.
- (b) Provided and it is agreed that such bulletin boards shall be used by the Union for the posting thereon by the Chairperson of the plant committee such notices only as have received the prior approval of management% representative, and shall not contain any Union propaganda or political matter of any kind, and which notices shall be mechanically produced, and shall be restricted to matters directly affecting the employees of the Company in their relations with Local 1285 of the Union, and which notices shall further be restricted to the following types:
- Notices of Union recreational and social affairs;
 - Notices of Union elections, appointments and results of elections;
 - Notices of Union meetings.

NO STRIKE OR LOCKOUT

Section 69

- (a) The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slowdown in any plant of the Company or any curtailment of work or restriction of or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's

plants or premises until all of the grievance procedure outlined herein has been exhausted and not even then unless **authorized** by the National Executive Board of the **CAW** and a copy of such **authorization** has been delivered to the Company. In case a strike shall occur this Agreement at the option of the Company shall terminate immediately. The Company reserves the right to discharge any employee who violates any provisions of this Section. Such discharged employee shall have recourse to the grievance procedure. The Company will not cause or sanction a lock-out until all of the grievance procedure outlined herein has been exhausted.

- (b) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will at all times during the currency of this Agreement take such steps as may be necessary to ensure that employees employed in the power house or any substation of the Company shall be permitted free and unobstructed entrance into and exit from the premises and plants of the Company in order that such employees may at all times be enabled to perform the regular duties therein to which they are assigned.
- (c) In the event of the occurrence of a dispute between the Company and employees, the Union agrees that it will cooperate with the Company to ensure that persons required for emergency maintenance repairs to the Company's plants will be permitted free and unobstructed entrance into and exit from such plants and that the Company's plant protection staff, plant supervision, office staff and personnel and members of the public shall be allowed free and unobstructed entrance into and exit from the Company's premises and offices. Provided that if at any time during such dispute the Company attempts to put any new employees to work in the Company's plants on operations therein

performed by employees in the bargaining unit or attempts to employ in such work any members of the plant protection staff or attempts to employ the employees required for such repairs in work other than such repairs, there-upon the Union no longer shall be bound by the provisions of this paragraph.

UNION SECURITY

Section 70 - Requirement of Union Membership

- (a) Employees covered by this Agreement at the time it becomes effective who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the fortieth **(40th)** day following such effective date.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the **17th** day of May, **1962**, and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the fortieth **(40th)** day following the beginning of their employment in the unit.
- (d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

- (e) Employees shall be deemed to be members of the Union within the meaning of this Section if they are members and are not more than sixty **(60)** days in arrears in payment of membership dues.

Section 71 - Payment of Initiation Fee by check-off or Direct to Union

- (a) The Company will deduct a Union initiation fee from the pay of an employee hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement. The initiation fee shall not exceed the maximum prescribed by the Constitution of the National Union at the time of the employee's hire, rehire, reinstatement or transfer. **The** initiation fee will be deducted from the pay of an employee at any time within thirty **(30)** days after the employee becomes a member of the Union as provided in Section **(70) (c)**.
- (b) Any dispute arising as to an employee's membership in the Union shall be reviewed by the Vice-President - Personnel and the Plant Chairperson, and If not resolved may be submitted directly to the Arbitrator through the arbitration provisions.

Section 72 - Check-off of Union Dues

- (a) The parties agree that there shall be a check-off of Union dues compulsory upon all employees who come within the unit to which the Agreement applies. It shall continue during the period of the Agreement. **The** amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution.
- (b) The deduction shall be made only in the conditions and circumstances relating to the

payment of dues laid down by the Constitution and By-laws of the Union. At the end of each calendar month and prior to the tenth (10th) of the following month the Company shall remit by cheque the total of the deductions to the Local.

- (e) The deduction on the records of the Company shall constitute the sums so deducted as money held by the Company in trust for the Local.
- (d) In a case where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, a refund to the employee will be made by the Local Union.
- (e) The Company shall not be liable to the National Union or its Local by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- (f) The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the check-off by the Company of Union initiation fees and membership dues from employee's wages in accordance with this Agreement.
- (g) Except as otherwise specifically provided or dealt with, any dispute as to a violation or interpretation of any provision of this check-off section shall be matter for the grievance procedure and shall be submitted directly to the Umpire.

NOTICES PURSUANT TO AGREEMENT

Section **73**

Notices required to be given under the provisions of this Agreement shall be in writing and shall be sufficient if sent by registered mail addressed to the appropriate recipient personally. The addresses of the recipients are as follows:

The National Union
National Representative
National Automobile Aerospace and
Agricultural Implement Workers Union
of Canada (**CAW-Canada**)
205 Placer Court
North York
Willowdale, Ontario
M2H 3H9

Local 1285
The Chairperson, Chrysler Unit
Local 1285
National Automobile Aerospace and
Agricultural Implement Workers Union
of Canada (**CAW-Canada**)
4500 Mississauga Road
Mississauga, Ontario
L5N 1A8

The Company
Vice-President - Personnel
Chrysler Canada Ltd.
2589 Tecumseh Road **East**
Windsor, Ontario
N9A 4H6

TERMINATION

Section 74

Subject to any provision of law or any regulation having the force of law, this Agreement shall be in effect ~~until 11:59 p.m. the 15th day of December, 1990, and shall thereafter continue for a further period of one year unless sixty (60) days before the expiration date either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date.~~

DATED at Mississauga, Ontario, this 21st day of January, 1988.

Chrysler Canada Ltd.

C. A. Cooper
W. R. Loebach
R. M. Robbins
J. R. Broderick
R. Gallant
K. W. MacKinnon

**National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada (CAW-Canada)**

J. O'Neil

CAW Local 1285

V. Bailey
J. Louth
D. Denby

**SUPPLEMENTAL AGREEMENT
TEMPORARY PART-TIME EMPLOYEES**

The parties agree that the Corporation may hire temporary part-time employees to supplement the work force for straight-time, overtime or weekend work in the Depot.

Therefore, it is agreed this Supplemental Agreement shall govern the employment of such temporary part-time employees.

- I. Temporary part-time employees are employees hired by the Corporation who shall normally be scheduled to work on Mondays and Fridays, in addition to premium days, subject to the following:
 - A. On days they are scheduled to work, temporary part-time employees may be scheduled any part or all of the hours scheduled for the department in which they are assigned.
 - B. Temporary part-time employees may be scheduled to work daily overtime and on days for **which** regular full-time employees receive premium pay as such for time worked provided they do not displace regular full-time employees.
 - C. **The** employment by the Corporation of temporary part-time employees shall not be considered as an infringement of the rights of regular employees under the **1988 Chrysler Canada Ltd.-CAW** Agreement, provided, however, at the time of a reduction in force, a seniority employee who is to be indefinitely laid off from the Depot pursuant to such a reduction may request to displace a temporary part-time employee. Seniority employees who displace temporary **part-time** employees shall, during the period they would otherwise be on indefinite

layoff, be required to comply with the work schedule for temporary part-time employees.

- D. A seniority employee who upon being indefinitely laid off elects to displace a temporary part-time employee or who, while on such **layoff**, is hired to work as a temporary **part-time** employee shall be paid a rate determined in accordance with the applicable provisions of Section **(57)** of the **1988** Agreement. Such employee shall also be provided the level of life, accidental death and dismemberment insurance, and the **HSMDDVH** coverage, but not Supplemental Unemployment Benefits (SUB), to which the employee would have been entitled if the employee had continued as a **laid-off** seniority employee, but only for the length of time the employee would have been entitled to such benefits if the employee had remained on indefinite layoff.
- II. Temporary part-time employees shall be hired at a rate equal to eighty-five per cent **(85%)** of the full base rate of the classification of the **job** to which **they** are assigned. At the **beginning** of the first pay **period** following one hundred and **eighty (180)** days actually worked they shall **receive** an increase to **ninety per cent (90%)** of the full base rate. At the beginning of the first pay period following three hundred and sixty-five **(365)** days actually worked they shall receive an increase to ninety-five per cent **(95%)** of the full base rate. **At** the beginning of the first pay period following five hundred and forty-five **(545)** days actually worked they shall receive the full base rate. A temporary part-time employee will receive credit for seven days worked for each pay period during which the employee works.

- III. A temporary part-time employee shall not accumulate time toward the fulfilment of the ninetyday probationary period while employed as a temporary part-time employee. In the event a temporary part-time employee becomes a regular full-time employee the employee shall be considered a new employee and shall receive no credit for any purpose for time during which the employee was employed as a temporary part-time employee.
- IV. The Corporation may discharge or terminate the employment of a temporary part-time employee at any time, provided, however, the Union may protest in the grievance procedure the discharge or termination of a temporary part-time employee in cases of claimed discrimination on account of race, colour, national origin, age, handicap, sex or religion.
- V. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.
- VI. A temporary part-time employee shall be subject to the provisions of Sections (70) through (72) of the 1988 Chrysler Canada Ltd.-CAW Agreement. The initiation fee and monthly dues regularly required of temporary part-time employees shall be as determined by the National Union, CAW. Notice of the amounts of such fee and dues shall be given to the Corporation in writing by the National Union, CAW.
- VII. A temporary part-time employee will not be assigned to an operation expressly for the purpose of establishing a production standard on that operation; nor will the temporary part-time employee's performance be considered either in establishing a production standard or in a dispute over the production standard.

VIII. A temporary part-time employee shall not be covered by the SUB Plan (Exhibit A), Pension Agreement, the Insurance Program, the Lump Sum Payment Plan, the Legal Services Plan or the Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan, except as provided in Sections I.D. and XI. of this Supplemental Agreement. A temporary part-time employee shall have only such rights, privileges, compensation or benefits as are expressly set forth by this Supplemental Agreement and the following sections of the 1988 Chrysler Canada Ltd.-CAW Agreement;

- Sections (47), (48) and (51) through (53) - Working Hours
- Section (54) - Cost-Of-Living Allowance
- Section (56)(a) - General Increases

IX. A temporary part-time employee shall be paid time and one-half for time worked in excess of eight (8) hours in any continuous twenty-four hour period beginning with the starting time of the temporary part-time employee's shift and for time worked in excess of forty (40) hours per week. A temporary part-time employee shall be paid for hours worked on Saturday and Sunday in accordance with the provisions of Section (49) and (50) of the 1988 Chrysler Canada Ltd.-CAW Agreement.

X. A temporary part-time employee shall receive eight (8) hours pay at the temporary part-time employee's regular straight-time hourly rate for any of the holidays enumerated under Section (42) of the 1988 Chrysler Canada Ltd.-CAW Agreement when such holidays occur on a regular workday of the employee's workweek, provided the employee (1) actually worked at least ninety (90) days prior to such holiday, (2) worked the employee's last scheduled working day prior to and the employee's next scheduled working day after such holiday within the scheduled

workweek, and (3) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

- XI. Temporary part-time employees will be provided \$3,750 life insurance and \$1,875 accidental death and dismemberment insurance. The Corporation will pay the premiums for coverage for any month in which the employee receives pay from the Corporation for any time during such month. Such coverage begins on the first day of the first calendar month next following the month in which employment commences and ceases on the last day worked where employment is terminated.

Temporary part-time employees will also be provided H-S-M-D coverage but not Dental Expense, Vision Expense, Hearing Aid Expense, or Nursing Home Expense benefits or other benefits as provided under the Insurance Program. It is understood there will be no duplication of benefits because of coverages provided under the Insurance Program. The Corporation will pay the monthly premium for the following month's applicable coverage for each employee while the employee is at work. An employee is considered "at work" in any month if the employee receives pay for any time during such month. Such coverage begins on the first day of the fourth calendar month next following the month in which employment commences. Coverage ceases at the end of the month in which employment is terminated.

- XII. This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Agreement between Chrysler Canada Ltd. and the CAW.

NATIONAL AUTOMOBILE,
AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS UNION OF
CANADA, CAW CHRYSLER CANADA LTD.

**MEMORANDUM OF UNDERSTANDING
COVERING SPECIAL CONTINGENCY FUND**

ENTERED into this **21st** day of January, **1988**

BETWEEN:

CHRYSLER CANADA LTD.,
referred to hereinafter as "Corporation"

AND

NATIONAL UNION, **CAW** and its
LOCAL NO. **1285**,
said National Union, **CAW** and
Said Local Union being referred to
jointly hereinafter as "**Union**"

The Company and the Union agree that:

1. A special Contingency (**SC**) Fund will be established for and during the term of the new Collective Agreement.
2. Such SC Fund will equal an accrual by the Company of **50¢** per overtime hour worked by all covered employees in excess of five percent (**5%**) of straight time hours worked by such covered employees - calculated on a twelve month rolling average.
3. During the term of the new Collective Agreement, the SC Fund will be **utilized** only in support of the Supplemental Unemployment Benefit (SUB) Plan, and then only if needed.
4. **The** use of the SC Fund would be determined solely by the amount of the Credit Unit **Cancellation** Base (**CUCB**) as determined from time to time under the SUB Plan for the purpose of determining the cancellation rate

of Credit Units on the payment of Regular Benefits under the SUB Plan. In the event that such **CUCB** amount otherwise would fall below the applicable amount that would require an increased Credit Unit cancellation rate from 5 to **10** Units for **employees** with 1 but less than 5 Years of Con&u&s Service and from **3.33** to 5 Units for Employees with 5 but less than **10** Years of Continuous Service, the Corporation will make weekly contributions to the SUB Fund from the balance in the SC Fund. Such additional contribution amount from the SC Fund would be an amount that, together with the amount of regular Corporation contributions to the SUB Fund that week, would be sufficient to pay all SUB Benefits then due and payable and still keep such **CUCB** from falling below the amount requiring the increased cancellation rate described above. At any time the balance of the SC Fund is exhausted, the regular provisions of the SUB Plan would **apply**.

5. As of the end of the new Collective Agreement period, the parties would negotiate the usage of any balance then remaining in the Special Canadian Contingency Fund.

NATIONAL UNION
(CAW-CANADA)

CHRYSLER
CANADA LTD.

J. O'Neil

C. A. Cooper

No. 1 TUITION REFUND

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

The Company offers and administers a tuition refund program under which employees will, under such terms and conditions as the **Company may** from time to time establish, receive a **tuition** refund not to exceed **\$750** a calendar **year (\$1,250** for the calendar year for approved courses taken at an accredited college) upon completion of an approved job-related course at an approved educational or training institution during non-working hours while on the active roll of the Company. Any refund made to an eligible employee **will** relate to the calendar year of completion of the approved course or courses.

The following programs are considered **job-**related and will be approved when the needs cannot be met within the Company.

- (a) Courses which will improve the employee's skill on the employee's present job. This includes courses designed to update employees in the technology of their trade or occupation.
- (b) Courses which relate to the next job in the logical development of an employee's career.
- (c) Courses which will prepare an employee for openings that are expected to occur in the future and for which a sufficient number of qualified employees are not available.

- (d) Courses taken to complete the requirements for a grammar school certificate or high school diploma.
- (e) Any literacy courses or courses in fundamental reading and mathematics. These include courses usually designed to **teach sixth grade** competency in reading, writing and numerical skills.
- (f) Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to the employee's career with the Company.

The Impartial Chairperson shall have no jurisdiction over any matter involving the establishment, administration or terms and provisions of such a tuition refund program.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

J. O'Neil

C.A.W. LOCAL 1285

V. Bailey

No. 2 PRESCRIPTION GLASSES

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

The Company will provide prescription safety glasses to seniority employees working on a job or in an area where eye protection is a Company requirement provided the employee furnishes a prescription from the employee's own doctor or optometrist. The Company will replace such glasses if damaged by a cause attributable to the employment or if the employee presents a new and different prescription from said doctor or optometrist. The Company will establish the standards and specifications for the frames and lenses and will select the manufacturing source.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 3 SENIORITY

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

This is to clarify the fact that under Section **(32)** of the Collective Agreement classification seniority shall be interpreted that in the event of a reduction of employees in any classification, the **junior** employee of that classification, will **displace** the junior employee in the plant provided said employee is able to do the work required.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 4 REPRESENTATION

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

This is to clarify the fact that under Section (5) of the Collective Agreement the "three Committeepersons (one of whom shall be Chairperson of the plant committee, consisting of two members)" are for purposes of representation covering all shifts and their appointment should be made in this regard.

Appendix No. 1 submitted by the Plant Chairperson to the Personnel Manager identifies the appointment of a Committeeperson to each shift.

It is understood that the Chairperson shall be assigned to and shall function on the day shift.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 5 **SHIFT** PREFERENCE

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

This will confirm our discussion, during the recent negotiations, concerning shift preference.

When hiring new employees the Company agrees that those employees assigned to the day shift will be **re-assigned** to an off shift, as soon as reasonably possible, and in any event no later than two (2) weeks after their date of hire.

In **re-assigning** these new employees it is understood that there shall be no interference with the flexibility and efficiency of the operation on all shifts and the **re-assignment** shall be made in accordance with the employee requirements on each shift.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

At the present time the Company is providing an office facility for the use of the Plant Committee.

The Company assures the Union that it will continue to provide said office facility for the duration of this Agreement.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 7 CHRISTMAS HOLIDAYS - ELIGIBILITY

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

This will confirm the fact that with respect to the application of the eligibility rules applicable to the Christmas Holiday Period holidays, the Company will follow the following practice with respect to the application of the provisions of Sections (42), (43), (44) and (45) of the 1988 National Parts Depot Agreement.

1. A seniority employee who requests and is granted a vacation leave of absence which includes the last scheduled working day prior to a Christmas Holiday Period and who also requests and is granted a vacation leave of absence which includes the first scheduled working day after such Christmas Holiday Period shall, if otherwise eligible, receive pay for the holidays which fall in such Christmas Holiday Period.
2. A seniority employee excused by the employee's supervisor from work on the last scheduled working day prior to or on the next scheduled working day after a Christmas Holiday Period, or both, shall, if otherwise eligible, receive pay for the holidays which fall in that Christmas Holiday Period.
3. A seniority employee on sick leave of absence who is released by the employee's doctor to return to work during a Christmas Holiday Period shall, if otherwise eligible, receive pay for the holidays in the Christmas

Holiday Period falling on and after the date the employee notifies the plant of availability for work and provided further that the employee presents satisfactory medical evidence of availability to work on such day upon the employee's return to work.

4. A **seniority employee** on a **personal** leave of absence which expires during a Christmas Holiday Period shall, if otherwise eligible, receive pay for the holidays in the **Christmas** Holiday Period which fall (1) on or after the expiration date of such leave or (2) on and after the date the employee notifies the plant of the employee's availability for work, whichever is later.
5. A seniority employee absent without excuse on either the last scheduled working day prior to or the next scheduled working day after a Christmas Holiday Period shall be ineligible for pay for two (2) of the **holidays** in the **Christmas** Holiday Period, but shall, if otherwise eligible, receive pay for the remaining holidays in the Christmas Holiday Period.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-Canada)

J. O'Neil

CAW LOCAL 1285

V. Bailey

No. 8 CHRISTMAS HOLIDAY - LAYOFF

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

Notwithstanding the provisions of Section (42) of the 1988 National Parts Depot Agreement a seniority employee who is temporarily laid off during the fourth week prior to a week in which one or more of the holidays in the Christmas Holiday Period falls, and who worked the employee's last scheduled working day prior to such layoff, shall, if otherwise eligible, receive pay for the holidays falling during such Christmas Holiday Period. A seniority employee who is laid off during the fifth, sixth or seventh work week prior to a week in which one or more holidays in the Christmas Holiday Period falls and who worked the employee's last scheduled working day prior to such layoff shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period. An employee temporarily laid off shall receive pay for such holidays following the employee's return to work from such layoff. An employee indefinitely laid off shall receive pay for such holidays on the second payday following the Christmas Holiday Period.

Yours very truly,
CHRYSLER CANADA LTD.
C. A. Cooper

Accepted and Approved:
NATIONAL UNION (CAW-Canada)
J. O'Neil
CAW LOCAL 1285
V. Bailey

No 9 SHIFT PREMIUM - EARLY STARTERS

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

Section **(48)**, Shift Hours and Premiums provides:

- "(a) The first shift is any shift that regularly starts on or after **4:00** a.m. but before **11:00** a.m. The second shift is any shift that regularly starts on or after **11:00** a.m. but before **7:00** p.m. The third shift is any shift that regularly starts on or after **7:00** p.m. but before **4:00 a.m.**"
- "(b) Employees employed on the second or third shift shall receive in addition to their regular pay for hours worked on those shifts, five per cent **(5%)** and ten per cent **(10%)** respectively, additional compensation."

Hourly employees who are scheduled to work and work a shift other than their regularly scheduled shift will receive the premium provided in Section **(48)**.

For example, an employee is normally scheduled to work **7:00** a.m. to **3:30 p.m.** On Friday the employee is scheduled to work and works a shift from **3:30 p.m.** to **12:00** midnight. The employee will receive second shift premium for those hours on Friday.

First shift employees who are scheduled to work and who do work additional hours in advance of their regular shift starting time will receive the shift premium applicable to their advance starting time for all hours work on such shift.

For example, a first shift employee is normally scheduled to work **7:00** a.m. to **3:30** p.m. On Friday the employee is scheduled to work and works a shift from **3:00** a.m. to **3:30** p.m. The employee will receive third shift premium for those hours on Friday.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-Canada)

J. O'Neil

CAW LOCAL 1285

V. Bailey

No. 10 INDUSTRIAL VEHICLE OPERATORS
LICENSING PROGRAM

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During the recently concluded negotiations the **subject** of the licensing program for Industrial Vehicle Operators was discussed. The Company indicated at that time that it was desirable to maintain a program of training and licensing of competent employees to operate Industrial Vehicles. The Company also indicated that a review would be held upon **the** second anniversary date of the **issuance** of the license to the Industrial Vehicle Operator.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. **11 ALCOHOLISM AND DRUG ABUSE**

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During negotiations the parties reaffirmed their conviction that it is important to provide help to employees afflicted with alcohol and drug dependence.

We share a common belief that it is more important to provide assistance to such afflicted individuals to motivate them to help themselves overcome their problems, rather than to rely solely on discipline. Further, employees who seek assistance are assured of the privacy and confidentiality of matters discussed.

Accordingly, the parties have expressed their mutual wish to continue with their efforts toward this common goal.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 12 BEREAVEMENT PAY

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

In the event the body of a member of an employee's immediate family is not buried in continental North America **solely** because the cause of death has physically destroyed the body, or the body is donated to an accredited North American **hospital** or medical **center** for research purposes, the requirement that the employee attend the funeral will be waived.

In the event an employee is granted a leave of absence because of the illness of a member of the employee's immediate family and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise would have been scheduled to work will be waived.

In determining whether an employee on temporary layoff may qualify for bereavement pay on the occasion of the death of a member of the employee's immediate family, the count for the three (3) day bereavement period shall begin with the date immediately following the date of death, rather than with the day of the death under the current practice.

An employee's immediate family includes those members named in Section (59) of the National Parts Depot Agreement dated today.

Yours very truly,
CHRYSLER CANADA LTD.
C. A. Cooper

**BEREAVEMENT PAY
INTERPRETATIONS**

	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>
1.	D	NW P	NW P	NW P								
2.	W D	NW P	NW H	NW P	NW P							
3.	W D	NW F P	NW H	NW P	NW P							
4.				W D	NW P	NW F	NW	NW P	NW P			

	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>
5.	W D	NW P	NW P	NW H	NW H	NW F	NW	NW P				
6.	W D	NW P	NW P	NW P	NW F NP							
7.	W D	w	w	w	w	W	W	NW F P	NW P	NW P		
8.					W D	W F	NW	NW NP	NW NP	NW NP		
9.		W D	NW P	W	W	NW F	NW	NW P	NW NP			

	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>
10.	PW(4) D NP	N W P	NW P	PW(4) P(4)								
11.	PW(3) D P(5)	N W P	NW P	PW(4) NP								
12.				W D	NW P	NW	NW	NW P	NW P	NW F NP	NW H NP	NW NP
13.	W D	NW F	NW D P	NW P	NW P	NW	NW	NW P				

KEY

W	Worked The Full Day
PW	Worked a Partial Day
PW(3)	Worked 3 Hours Only
PW(4)	Worked 4 Hours Only
NW	Day Not Worked
H	Holiday
D	Day of Death
F	Day of Funeral
P	Bereavement Pay Paid
NP	Day Not Paid
P(4)	Bereavement Pay Paid for 4 Hours
P(5)	Bereavement Pay Paid for 5 Hours

EXPLANATION OF INTERPRETATION

1. Paid for 3 days immediately following the date of death.
2. Holiday excluded from 3 days after death rule.
3. Two calendar days after funeral rule does not limit 3 days after death rule.
4. Saturdays and Sundays excluded from 3 days after death rule.
5. Saturdays, Sundays and Holidays all excluded from 3 days after death rule.
6. Will not be paid for day of funeral because already paid for 3 days.
7. Delayed funeral. Worked through Friday and is paid for 2 calendar days after funeral.

8. Working on day of funeral interrupts bereavement pay even if funeral is on Saturday.
9. Best of two rules (3 days after death, 2 calendar days after funeral) provide pay for 2 days only, weekend days will not be paid.
10. Paid for time not worked during 3 days - not paid for total of 24 working hours.
11. Will be paid for partial day that produces most bereavement pay, including day of death, if took time off.
12. First 3 days of eligibility for Bereavement Pay will be paid even if absent more than 3 days.
13. Active employee. Death of covered family members on Monday and Wednesday. 3 days immediately following the date of death rules applied to both deaths.

No. **13** BATTERY-CHANGE OPERATION

Mr. Jim **O'Neil**
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

In the course **of** current negotiations, the parties had lengthy discussions concerning the method of selection of employees required to assist on the battery-changing operation.

The Company agreed that it would endeavour, whenever reasonably possible to employ the most senior employee who was able and willing to satisfactorily perform the work during such periods of required assistance.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. **14 SHIFT** CHANGE ARRANGEMENT

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

In the course of current negotiations, the Company and the Union had lengthy discussions concerning seniority employees, who were desirous of being transferred to another shift for a period of limited duration based upon grounds of compassion.

Company spokespersons expressed the view that it was not possible to develop in these negotiations a definite procedure for dealing with this problem which would be workable in all situations. The Company acknowledged that much could be done to deal with the problem and advised that management's ability to deal effectively with the problem would be enhanced if the Union would advise the Personnel Manager of the existence of such cases.

It would be the intention of management to make every reasonable **effor** to accommodate such employees after being identified by the Union, consistent with the maintenance of efficient plant operations.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. **15** SHIFT SCHEDULE

Mr. Jim **O'Neil**
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

The Company reserves the right to change the current shift schedule where circumstances so warrant. Such changes will be discussed with the Union prior to implementation.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. **16** VACATION **LEAVE OF ABSENCE**

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

The Company will grant requests from employees for a one week leave of absence in addition to regular vacation during the months of June, July and August up to a number which will **not** impair **the** operating efficiency of **the** depot.

Vacation replacements **will** be a combination of afternoon shift employees who transfer to day shift and summer students.

Afternoon shift employees who transfer to day shift as vacation replacements will be permitted **to take** their vacations in **the** month of June.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 17 OVERTIME - PLANT CHAIRPERSON

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, **(CAW-Canada)**

Dear Sir:

In the event overtime is scheduled to be performed on the day shift on Saturdays, Sundays or holidays requiring more than fifteen **(15)** employees, the Plant Chairperson **will** be entitled to function full time.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 18 WORK PERFORMANCE

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During negotiations, the parties discussed the matter of job performance.

Management expects a fair days work for a fair days pay. The Depot operation is varied in nature and individual performance is measured on the reasonable working capacities of an experienced employee working at a normal pace.

When an employee performance becomes questionable Management will counsel the employee with the employee's Union representative present in an effort to correct the performance problem. Subsequent continued poor performance may result in appropriate corrective disciplinary action.

Yours very truly,

CHRYSLER CANADA LTD.

C. A. Cooper

No. 19 COLA CALCULATION

Mr. Jim O'Neil
National **Representative**
National **Automobile**, Aerospace and
Agricultural Implement Workers Union
of Canada, (CA-W-Canada)

Dear Sir:

This letter is to confirm certain agreements reached by Chrysler Canada Ltd. and the National Union, **CAW** regarding the calculation of the **Cost-of-Living Allowance** pursuant to Section **54**, of this Agreement.

It was agreed that the parties shall calculate the monthly Consumer Price Index beginning with the month of November, **1987**, using the **Consumer Price Index (1981 = 100) published** by Statistics Canada for the month of November, **1987**, and each month thereafter during this Agreement through the Index for July, **1990**.

In applying the provisions of Section **54** of the Agreement, the Corporation shall prepare a notification letter to the Union setting forth the Consumer Price Index for each of the three months that form the basis for an adjustment, and the average of those three months, rounded to the nearest **0.1** index point using the Engineering Method of Rounding as described in the Attachment. This letter will be prepared and sent to the Union after publication of the appropriate Consumer Price Index for the third month used for **each** adjustment period in accordance with Section **54**, Subsection **(b)** of the Agreement.

If the Union claims that the Corporation's calculations in any particular instance were not **made in accordance with the terms of this letter of understanding**, it may refer the matter to the Appeal Board.

Yours **very truly**,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By **J. O'Neil**

ATTACHMENT

ENGINEERING METHOD OF ROUNDING

The following rules of rounding shall apply to the determination of the Consumer Price Index:

1. If the leftmost of the digits discarded is less than **5**, the preceding digit is not **affected**. For **example**, when rounding to four digits, **130.646** becomes **130.6**.
2. If the leftmost of the digits discarded is greater than **5**, or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, **130.557** becomes **130.6**.
3. If the leftmost of the digits discarded is **5**, followed by **zero**, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, **130.5500** becomes **130.6** and **130.6500** becomes **130.6**.

No. 20 SUGGESTION BOX

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, **(CAW-Canada)**

Dear Sir:

The Company will install a Suggestion **Box** on the wall at the entrance to the cafeteria within **30** calendar days from the date of ratification.

Yours very truly,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION, **(CAW-CANADA)**

By **J. O'Neil**

**No. 21 WAGE PROGRESSION/COLA FOLD-IN
SPECIAL CANADIAN
ADJUSTMENT FOLD-IN**

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

For the purposes of administering the new hire provisions of **the** new Collective Agreement, it was agreed that employees hired prior to the effective date of the new Agreement who are governed **by** the **provisions** of Section **(57)** shall have **the calculation** of their base rate determined on the basis of **85%, 90% or 95%**, as the case **may** be, of **the** maximum base rate under the new Agreement, except **that the cost-of-living** allowance fold-in effective the beginning of the pay period commencing on or after **the** receipt of notice of ratification and **the** Special Canadian **Adjustment** fold-in to be **provided** on December **19, 1988** will not be subject **to** the reduction to **85%, 90% or 95%**, as **the** case may **be**, but shall be transferred to **base** rate without reduction.

Similarly, employees hired on or after the effective date of **the** new Agreement and prior to December **19, 1988** who **are** governed **by** the provisions of Section **(57)** shall have the calculation of their base rate determined on the basis of **85%, 90%, or 95%**, as the ease may be, of the maximum base rate under the new Agreement except that the Special Canadian Adjustment fold-in provided

on December **19, 1988** will not be subject to the reduction to **85%, 90%** or **95%**, as the case may **be**, but shall **be** transferred to the base rate **without** reduction.

Very truly yours,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By **J. O'Neil**

No. 22 WAGE PROGRESSION

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

This will confirm the Corporation's practice with respect to the application of Section (57)(a) to certain employees laid off due to a reduction in force.

A probationary employee in a non-skilled trades classification separated due to a reduction in force and who is reinstated at a time which will permit accumulation of ninety (90) days of employment within one (1) year of the date of layoff as a probationary employee or a seniority employee in a non-skilled trades classification whose seniority was broken pursuant to Section (24)(e) and is rehired shall continue progression to the full base rate of the job classification from the same relative position in the rate range the employee had attained prior to layoff. Each such employee first hired prior to the effective date of this Agreement shall be subject to the provisions of Section (55) of the February 6, 1985 National Parts Depot Agreement.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

By J. O'Neil

No. 23 TEMPORARY PART-TIME EMPLOYEES

Mr. Jim **O'Neil**
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

We had several discussions concerning **the**
Supplemental Agreement - Temporary Part-Time
Employees.

The parties signed the Supplemental
Agreement - Temporary Part-Time Employees and
further agreed that the National Union, **CAW**, may
cancel such Agreement **because of abuses** by giving
the Corporation thirty **(30)** days advance **notice**.

Yours very truly,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By **J. O'Neil**

CAW Local 1285

V. Bailey

No. 24 EXTENDED BEREAVEMENT PERIOD

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During the current negotiations the parties discussed the application of Section (59) of the Collective Agreement. In particular, the Union raised the situation in which an otherwise eligible employee, for justified reasons related to the death of a family member, requires bereavement leave on a day other than one of the first three (3) normally scheduled working days.

In response to the Union's concerns, the Company stated an employee will be excused from work and be eligible for pay for any three (3) normally scheduled working days within the ten (10) calendar day period immediately following the death of a member of the employee's immediate family as defined, provided the absence is related to the family member's death and the employee attends the funeral.

Further, the Company also advised the Union that when the funeral of an immediate family member is unusually delayed, the employee excused from work under Section (59) may receive bereavement pay for up to three (3) -normally scheduled working days during the period commencing with the date of death and ending with the second calendar day after the day of the

funeral provided the employee attends the funeral even if one or more of the successive days in question occur after the tenth day following the date of death.

Yours very truly,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

By **J. O'Neil**

**No. 25 EMPLOYEE-RETIREE
NEW VEHICLE PURCHASE PROGRAM**

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

This will confirm my advice to you that Chrysler intends to continue the Chrysler Employee-Retiree New Vehicle Purchase Program for employees with at least ninety (90) days of continuous **service**, employees on approved leaves of absence, retirees under a **Chrysler-CAW** Pension Plan, surviving spouses of eligible **employees-retirees**, and dependents of eligible **employees-retirees** living at the same address, as well as **non-dependent** sons and daughters of eligible employees-retirees.

Under the present program, the dealer, selected by **the employee, will bill** the employee at the Special Employees' Price.

In continuing to **make the** New Vehicle Purchase Program available, it is understood and agreed **that the** Corporation may at any time modify, **change** or discontinue the Program and it shall have no obligation to bargain concerning its decision to do so. The Union will be advised in advance of any **such** action. It is further agreed that **the** institution of this Program shall not **constitute a** precedent for future negotiations on **this subject**.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

No. 26 ANNUALMEETING

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, **(CAW-Canada)**

Dear Sir:

In order to promote a greater degree of understanding and co-operation between the Union and the Corporation, the parties will convene an annual meeting of local Union leadership and Management representatives to discuss matters of mutual interest such as:

- 0 Current conditions and outlook for the auto industry and Chrysler
- 0 State of Management/Union relations
- 0 Matters of mutual interest and concern
- 0 Matters of special interest to either party

Local Union leadership shall include the President, Plant Chairperson and the National Representative servicing the Chrysler Local Union. Management representatives from the depot and corporate staff shall be designated.

These annual meetings will be chaired by the Vice-President - Personnel and the President of the National Union or designate.

Yours very truly,
CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By **J. O'Neil**

CAW LOCAL NO. 1285

By **V. Bailey**

No. **27 CPR AND FIRST AID TRAINING**

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, **(CAW-Canada)**

Dear Sir:

During the current negotiations, **the** parties discussed the value of **CPR** and first aid training as a precaution against emergencies that may arise in **the** depot.

In order that trained workers may **be** present under **such** emergencies, **the** Company agreed to pay tuition costs for interested employees to a maximum of one hourly rated employee in fifty.

It was understood that trainees would attend special courses on their own time.

Further, the parties **agreed** that the content of the first aid and **CPR** training **will** be addressed **by the Local** Health and Safety Committee and **that they** may develop and recommend specific materials for inclusion in the program.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION **(CAW-CANADA)**
By J. O'Neil

CAW LOCAL NO. 1285

By V. Bailey

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

The Company has agreed to pay seniority employees actively at work up to fifty dollars (\$50.00) for the purchase of safety footwear from approved Company sources not more often than once each year through the payroll deduction program. It is understood that if the shoes are purchased for less than \$50.00 the amount paid will be the actual cost of the shoes. An employee who elects to purchase safety footwear in accordance with this understanding will be required to wear such footwear on the job.

It is understood by the parties that employees hired by the Company as vacation replacements, more commonly referred to by the parties as summer students, will not be entitled to participate in this program.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

By J. O'Neil

No. 29 CHEMICAL HAZARD TRAINING

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During the course of negotiations the parties agreed chemical hazard training was necessary.

Based on meetings held and an exploration of the difficulties in the design of the program the following is agreed:

- 0 the program will be a joint effort
- 0 training information will be jointly established
- 0 training time - 2 hours of basic training plus pertinent hazardous material modules of **30** to **45** minutes each.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

By J. O'Neil

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During the negotiations leading to the current collective bargaining agreement the **parties** discussed the Corporation's policy with respect to the assignment of employees to work in isolated areas. The local Health and Safety Committee may review the work activities in the depot to determine those specific work activities it considers hazardous for working alone and may make recommendations to local Management for consideration. It is the policy of the Corporation that when such assignments are **recognized** as potentially hazardous, appropriate precautions are taken. Such precautions include providing air sampling and ventilation when necessary, necessary protective equipment, a reliable communication system, appropriate personnel surveillance arrangements, training and, as required, adequate support personnel. This will not change or restrict *any* mutually satisfactory local practice.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

By J. O'Neil

No. 31 SAFETY TRAINING - UNION REPRESENTATIVES

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During the current negotiations, the parties discussed safety training for the Health and-safety Representative, Alternate Health and Safety Representative, and the Shop Committee. The importance of proper training in such matters was acknowledged and the parties agreed that adequate safety training should be provided.

The Company is willing to conduct training of the above representatives during the current contract.

It was agreed that consistent with the needs of the depot, up to 40 hours of Health and Safety training will be provided to said representatives.

The National Health and Safety Committee will provide guidance to the Local Health and Safety Committee to ensure that the nature and quality of the content of the training and the method of providing the training meets the intent of this letter.

Yours very truly,
CHRYSLER CANADA LTD.
By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)
By J. O'Neil

**No. 32 ALTERNATE HEALTH AND SAFETY
REPRESENTATIVE ATTENDING
QUARTERLY MEETING**

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, **(CAW-Canada)**

Dear Sir:

The Company agrees the Alternate Health
and Safety Representative will attend Quarterly
Safety Meetings.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION **(CAW-CANADA)**

By J. O'Neil

No. **33 MINUTE** OF SILENCE

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

During the course of these negotiations the Union requested a minute of silence be observed in the depot in memory of those persons who have died in industrial accidents. Such moment of silence will be observed each year on April **28**, at **11:00** a.m. or at such time as determined by local management which will have the least impact on depot operations.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By J. O'Neil

No. **34** DIRECT **DEPOSIT** PAYROLL SYSTEM

Mr. Jim **O'Neil**
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

During the recent contract negotiations the parties discussed the advantages and disadvantages of a direct deposit hourly payroll system. **In** conjunction with such a system, procedures may require modifications to accommodate pay closings on Saturday rather than Sunday midnight. The Company and the Union have agreed to meet during the course of the new agreement to further discuss the feasibility of implementing a direct deposit hourly payroll system.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL **UNION (CAW-CANADA)**

By J. O'Neil

Mr. Jim **O'Neil**
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

During the current negotiations, the parties discussed the feasibility of providing payment of deferred Paid Absence Allowance to employees at their request.

This letter is to confirm our agreement that beginning the week of February **8, 1988**, employees who submit a written request, at least one week in advance of the requested payment date, will receive payment of the full amount of the employee% remaining Paid Absence Allowance,

Yours very truly,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By **J. O'Neil**

Mr. Jim **O'Neil**
National **Representative**
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

During the course of negotiations of the National Parts Depot Agreement the parties discussed the Legal Services Plan and its continued application to hourly employees covered by this Agreement.

The Union was informed that represented hourly employees in the **Mississauga** Depot will continue to be included in the plan covering **CAW** represented employees in the Windsor area plant.

Yours very truly,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By **J. O'Neil**

No. 37 SETTLEMENT PAY

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

This letter will confirm the agreement reached during negotiations to provide settlement pay of **\$100.00** to all **employees** on the active roll &-December **15, 1987** who worked in the week prior to December **15, 1987**. Such payment will be made as soon as is practicable following receipt of notice of ratification of the agreement.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

By J. O'Neil

Mr. Jim **O'Neil**
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (**CAW-Canada**)

Dear Sir:

This letter will confirm the understanding reached during the recent contract negotiations regarding the retroactive application of the base rate increases.

The Company has agreed to apply the **3%** General Increase, as well as the ~~40¢~~ Special Increase for employees on classification **4961** Maintenance Worker A (including Warranty Inspectors), minus ~~the 10¢~~ Cost-of-Living Allowance adjustment, to all hours compensated retroactive to and including December **21, 1987**. The retroactive adjustment will be provided to **all** employees on roll as of ~~the~~ date of this Agreement.

Yours very truly,

CHRYSLER CANADA LTD.

By **C. A. Cooper**

Accepted and Approved:

NATIONAL UNION (**CAW-CANADA**)

By **J. O'Neil**

No. 39 AFTERNOON SHIFT STARTING TIMES

Mr. Jim O'Neil
National Representative
National Automobile, Aerospace and
Agricultural Implement Workers Union
of Canada, (CAW-Canada)

Dear Sir:

During negotiations, the Union raised the issue of starting times for afternoon shift employees. The parties **recognize** the Company has the sole responsibility for determining manning and starting times.

Pursuant to the Union request, the following will be implemented:

<u>Afternoon Shift Start Time</u>	<u>Population</u>		<u>Monthly e Rotatiow</u>
	<u>Current</u>	<u>N</u>	
10:00 a.m.		10	10
11:30 a.m.	3	3	
12:00 noon	11	11	
2:30 p.m.	32		
3:00 p.m.	1	35	32
3:30 p.m.	9		

Add 3 from midnight to **3:00** p.m.

TPT Monday, Friday

It is **recognized** the above manpower numbers are approximate and subject to **change**.

The company reserves the right to modify start times or manning if business conditions or operating efficiency so warrants.

The Union will be given advance notice of any significant change in the **above**.

Implementation of the above will be effective **the** first pay period following sixty **(60)** days after ratification.

Yours very truly,

CHRYSLER CANADA LTD.

By C. A. Cooper

Accepted and Approved:

NATIONAL UNION (CAW-CANADA)

By J. O'Neil