

# Agreement

between

CHRYSLER CANADA LTD.



and the

CAW  TCA  
CANADA

SEPTEMBER 15, 1993

PRODUCTION  
AND MAINTENANCE

FILE 11 1994



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3. Ajax Trim — Local 1090
4. **Etobicoke** Casting — Local 1459
5. **Pillette** Road Truck Assembly — Local 444
6. **Bramalea** Assembly — Local 1285

**Agreement Entered Into on This  
Fifteenth Day of  
September, 1 993**

**Between Chrysler Canada Ltd.**  
(Hereinafter referred to as the "Corporation")  
and the following Local Unions

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

**444 1090 1285 1459**

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

(The said Local Unions and the National  
Union being hereinafter referred to  
collectively as the "Union.")

(Note: 'The headings used in this Agreement and  
exhibits neither add to nor subtract from  
the meaning but are for reference only.)

## **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 Corporation, the employees **and** the Union.

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

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



## RECOGNITION

### (1) Employees Covered

(a) — Pursuant to and in accordance with all applicable provisions of the Ontario Labour Relations Act, as amended, Chrysler Canada Ltd., herein called the Corporation does hereby **recognize** the Union as the exclusive representative for **the** purposes of **collective** bargaining in respect to rates of pay, wages, hours of **employment**, and other conditions of employment for the term of this Agreement of all employees of the Corporation included **in** the bargaining units described in Schedule "A" appended to this Agreement.

(b) — This Agreement **shall** extend automatically to **production** and maintenance **employees** at any new plant the Corporation builds that the parties **shall** agree, or, in the absence: of **agreement**, that the Ontario Labour Relations Board shall determine, constitutes an accretion to the: multiple plant bargaining unit this Agreement covers, excluding such employees as the parties agree or the Board decides should be excluded.

(c) — If **the** Union becomes the **representative** of employees at a plant that is not a part of such unit, the parties shall determine by **negotiation** whether this Agreement **shall** apply, in whole or in part, to such employees.

### (2) Management Rights

The Corporation has the exclusive right to manage its plants and offices and direct its affairs and working forces, except as limited by the terms of this Agreement and any Memorandums, Letter Agreements **or** Supplementary Agreements that by their **terms** modify this Agreement.

### **(3) Excluded Personnel**

The Union will not represent anyone in a supervisory capacity or other representatives of management.

### **(4) (a) Equal Application of Agreement**

<sup>1/</sup> The Corporation and the **Union**, in their **respective** fields, **have been** leaders in adopting and effectuating policies against discrimination because of race, colour, religion, age, sex, national origin, sexual orientation, or disability. The terms and conditions of agreements between the Corporation and the **Union** always have applied equally to all employees, regardless of such considerations.

In order to assure **full** knowledge and understanding of the foregoing principle on the part of employees and **all** agents and representatives of the Corporation and the Union, the parties **hereby** incorporate the same in this Agreement. Any employee who claims that, in violation of **said** principle, said employee has been denied rights guaranteed by this Agreement or the Ontario Human Rights Code, may complain as provided in the grievance procedure. Any such claim, when presented in writing, pursuant to Step 1 **(d)** of the grievance procedure, must contain a full statement of the facts giving rise to the claim and the reasons why **the employee** believes the employee has been discriminated against.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims. The Union **agrees** that it will encourage **members** to use the grievance and arbitration procedure with **respect to** any claim or complaint against the Corporation which may **be** made the subject of a grievance under the contract.

## **(b) Workplace Harassment Policy and Procedure**

(i) Every employee has **the** right to work in an environment free of **discrimination** and **harassment**. This right includes the responsibility to eliminate harassment in **our** workplace, either as: a participant or **an** observer.

This policy and procedure **outlines the commitment of Chrysler Canada Ltd. to ensure a** harassment-free workplace as **required** under the **Ontario** Human Rights Code and will act as a guide to employees in adhering to **legal** and **social** guidelines regarding; the **recognition** and prevention of **harassment**.

This policy exists to **underline** the seriousness of workplace harassment and to establish that there is **no** acceptable level of harassment at Chrysler **Canada** Ltd. Employees who feel that they are being harassed are encouraged to seek protection under this policy.

### **(ii) Workplace Harassment Defined**

**Harassment** is defined as a "course of vexatious **comment** or conduct that is known **or** ought reasonably be known to be **unwelcome**", that denies **individual** dignity and respect on the **basis** of **the** grounds such as: **sex**, disability, race, colour, sexual orientation or other prohibited grounds. At Chrysler Canada Ltd., all employees **are** expected to treat others with courtesy and consideration and to discourage harassment.

**The workplace** is defined as any Company facility and includes areas such as offices, shop floors, restrooms, **cafeterias**, lockers, conference rooms, and parking lots.

Workplace harassment include/s, but is not **limited** to, the following examples:

- Unwelcome remarks, jokes, **innuendoes** or taunting about another's body, attire, sex, **disability**, racial or ethnic background, sexual **orientation, etc.**, which cause awkwardness or **embarrassment**.
- Displaying visuals of a **sexual**, racial or otherwise offensive nature such as **pornographic** pictures, posters, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact **such** as touching, patting or pinching.
- 14 / 1 - Sexual solicitation or advance made with implied reprisals if **rejected**.
- Refusing to work or share **facilities** with **another** employee because of the **other's** sex, **disability**, **sexual** orientation, racial, religious or ethnic **background**.
- Backlash or retaliation for **the** lodging of a complaint or participation in an **investigation**.

### (iii) **What Harassment Is Not**

Properly discharged **supervisory** responsibilities including disciplinary action, or conduct **that** does not interfere **with** a climate of understanding and respect for the dignity and worth of **Chrysler** Canada **Ltd.** employees are not considered harassment. **Neither** is this policy meant to inhibit free speech or interfere with, the **normal** social relations that are a **part** of life in this **organization**.

#### **(iv) Filing A Complaint**

If an employee believes that the employee has been harassed, that employee should:

- tell the **alleged** harasser(s) to stop;
- **document the** event(s), complete with the time, date, location, names of witnesses and details for each event.

If the harassment does not stop at this **point**, or if the harassed **employee** does not feel able to **approach** the: alleged harasser directly, that employee **should**:

- **immediately** report the harassment to the employee's 'Union Representative and/or Supervisor, or if this is not appropriate, to the local **Equity** Representative, Personnel Manager, or designate of the Vice President - Human **Resources**.

#### **(v) The Investigation**

In minor cases, the Union may try to resolve a harassment **complaint** informally without a full **investigation** when **so requested** by the **complainant**. However, the following procedure will apply to all complaints requiring investigation:

The person receiving the **complaint** will advise the local Personnel Manager, or such higher authority as may be **appropriate**, who will arrange an interview with the complainant as soon as **possible**. This interview and the subsequent investigation **will be carried** out jointly by the Union and the Company. The investigation **team**, if possible, will be **comprised** of at least one woman, whenever the complaint is sexual in nature.

The investigation **will include interviews** of the complainant, the alleged harasser(s) and any witnesses. The Union representative of the employee being interviewed will be present with Union members during the interview. Interview timing and location **will recognize** the need to maintain confidentiality.

The investigation team **will** inform the complainant promptly as to the results of **the** investigation and the **appropriate** actions that have **been** or will **be** taken. The complainant will also be **encouraged** to report any further incidents.

The **identity** of the **complainant**, the alleged harasser(s), and the nature of the complaint **will** be kept confidential and only other persons with a **need** to know **will** be informed.

Confidential records of **the** investigation including **interviews**, evidence and the **outcome** of the complaint will be **maintained** in the office of the Vice President - Human Resources.

#### **(vi) Resolution Of The Complaint**

If a harassment complaint **is proven** valid, appropriate corrective action, will be **taken** against the offending employee.

If, **after** completion of a **thorough** investigation, a harassment complaint can **neither** be proved nor disproved in the view of the **investigators**, the local Personnel Manager, in consultation with **the** local Plant Chairperson, **will** attempt to resolve **the conflict** in a manner that is agreeable to all parties.

If it is **determined** that the complaint has no validity, and

**was**, in fact, **lodged** with malicious intent, **the** initiator of the complaint may be. subject to action under the misconduct rules outlined in the Safety and Conduct Guide.

**(vii) Right to Refuse**

A **bargaining** unit employee alleging harassment in the workplace is **encouraged** to use the above **procedure** to resolve a **complaint**. However, it is agreed, in principle, that **in serious cases** or when the safety of an employee is being threatened, it may be necessary for that employee to leave the job.

*see P.190*

**Furthermore**, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above will be developed by the Master Employment Equity Committee and will be implemented as a **part** of this procedure following the Union **leadership** and Management representative training, to be completed no later than June **30, 1994**.

**(viii)** The Union and Chrysler Canada Ltd. will endeavour to resolve all harassment complaints at the local **level**. However, if the complaint cannot be satisfactorily **resolved** locally or is of an **extremely** serious nature, then other steps may be **required** including the intervention of the National Union and/or Chrysler Canada Ltd. Staff.

This policy and procedure in no way precludes the **complainant's** right to seek action under the Ontario Human Rights **Code**. However, both the Union **and Chrysler** Canada Ltd. **urge** employees to use the internal mechanisms as outlined above before seeking alternative recourse.

**(ix)** The Union shall hold harmless Chrysler Canada Ltd. against any liability which may arise by reason of the implementation of a mutually acceptable resolution of a complaint. Where there is a mutually acceptable resolution, the Union agrees that &vances which may be filed as a result of discipline assumed against an individual alleged to have engaged in harassment will not be filed or pursued without concurrence of the National Union Office and written confirmation of such concurrence to the Manager, Labour Relations and Safety.

## **NO STRIKE OR LOCKOUT**

### **(5) Strikes and Lockouts Prohibited**

(a) - The Union will not cause or permit its members to cause, nor will any member of the Union take part in any sitdown, stay-in, or slow-down in any plant of the Corporation or any curtailment of work or restriction of or interference with production of the Corporation. 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 Corporation's operations or picket any of the Corporation'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 Corporation. In case a strike shall occur this Agreement at the option of the Corporation shall terminate immediately. The Corporation reserves the right to discharge any employee who violates any provision of this Section. Such discharged employee shall have recourse to the grievance procedure. The Corporation will not cause or sanction a lockout until all of the grievance procedure outlined herein has been exhausted.



(b) - In the event of the occurrence of a dispute **between** the Corporation 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 and any substation of the Corporation shall be permitted free and unobstructed entrance into and exit from the **premises** and plants of **the** Corporation 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** Corporation and employees, the Union agrees that it **will** cooperate with the Corporation to ensure that **employees required** for emergency maintenance repairs to the Corporation's **plants** will be permitted free and unobstructed entrance into and exit from such plants and that the Corporation'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 **Corporation's** premises and offices. Provided that if at any time during such dispute the Corporation attempts to put any new employees: to work in the Corporation'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, thereupon the Union no **longer** shall be bound by the provisions of this paragraph.

## **UNION SECURITY**

### **(6) Requirement of Union Membership**

(a) — Employees covered by this Agreement at the time it becomes effective and 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 a bargaining unit **after** the effective date of this Agreement 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 thirty (**30**) days in arrears in payment of **membership** dues.

**(7) Check-off**

✓/✓

(a) — The Corporation **will** deduct the 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.

(b) — Check-off of Union dues **will** be compulsory for 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.

### **(8) Deductions**

(a) — Deductions 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, together with the provisions of this Agreement and the provisions of the Memorandum of Understanding (Union Dues **Deductions**), a supplement to this Agreement.

(b) — The deduction on the records of the Corporation shall constitute the sums so deducted as money held by the Corporation in trust for the: Local.

### **(1L) Indemnification**

The Union shall indemnify and hold harmless the **Corporation** against any and all liability which may arise by reason of the deduction by the Corporation of money as Union initiation fee and membership dues from employees' wages, **or** by the Trustee of money as Union membership dues from employees' Regular Benefits under the Supplemental. Unemployment Benefit Plan.

## **REPRESENTATION**

### **(10) Number of Zones**

(a) — It is mutually agreed that the proportional representation which reflects increases and **decreases** in the work force is a sound and sensible basis of implementing the **representation** sections of this Agreement.

(b) — In each plant of the Corporation covered by the Production and Maintenance Agreement on September **22, 1964**, the ratio of Stewards to employees shall not exceed 1 to each **225** and the number of **Stewards** shall be as set forth in the table below.

Number of Employees On Active Roll	Number of Stewards
1 -- 337	1
338 -- 563	2
564 -- 789	3
790 -- 1015	4
1016 -- 1241	5
1242 -- 1467	6
1468 -- 1693	7
1694 -- 1919	8
1920 -- 2145	9
2146 -- 2371	10
2372 -- 2597	11
2598 -- 2823	12
2824 -- 3049	13
3050 -- 3275	14
3276 -- 3501	15
3502 -- 3727	16
3728 -- 3953	17
3954 -- 4179	18
4180 -- 4405	19
4406 -- 4631	20
4632 -- 4857	

(c) — In each new plant of the Corporation to which the Production and Maintenance Agreement was **extended** after **September 22, 1964**, the ratio of Stewards to employees shall not **exceed** 1 to each **250** and the number of Stewards shall be as set forth in the table **below**:

Number of Employees On Active Roll	Number of <b>Stewards</b>
1 -- 375	1
376 -- 626	2
627 -- 877	3
878 -- 1128	4
1129 -- 1379	5

1380 — 1630	6
1631 — 1881	7
1882 — 2132	8
2133 — 2383	9
2384 — 2634	10
2635 — 2885	11
2886 — 3136	12
3137 — 3387	13
3388 — 3638	14
3639 — 3889	15
3890 — 4140	16
4141 — 4391	17
4392 — 4642	18
4643 — 4893	19
4894 — 5144	20

(d) — in plants in which the ratio of Stewards to employees exceed the number allowable under Sub-section (b) the number of Stewards will be increased or decreased in the manner set forth in Sub-section (h), provided however; (i) If the number of employees has decreased, the number of Stewards will be reduced according to the ratio, or major fraction thereof, previously determined in accordance with Sub-section (h) (i) so that the ratio of Stewards to employees after the adjustment does not exceed the ratio previously determined; and (ii) if the number of employees has increased, the number of Stewards will be increased at a ratio of one Steward for each 225 additional, employees, or major fraction thereof. In no event, however, shall Stewards be added beyond the number of Stewards active on September 22, 1964 until the ratio in the plant conforms with Sub-section (b).

(e) — Any Steward who dies, retires, resigns as a Steward or employee (excluding resignations as a Steward to accept a salaried position with the Corporation), will not be replaced unless and until the ratio of Stewards to employees in that plant conforms with Subsection (b).

(f) — Notwithstanding the provisions of Subsections (b) (c) & (d) above, the number of Stewards in plants that are entitled to less than three Stewards according to the appropriate table shall

be the larger of the following: (i) the number set forth in the **appropriate** table, or (ii) a number equal to the number of shifts operating in the plant.

(g) — **Each** Steward shall be assigned to a zone. The departments or **parts** thereof which will constitute zones in a plant **will** be determined by mutual agreement between the Plant Management and the Local Union. When a zone consists of more than one **department** such departments will be physically located adjacent to one another insofar as reasonably practicable.

(h) — Redistricting **shall** be accomplished in the **following** manner and at the following times: (i) within five **(5)** working days after the end of the month of April, August and December, the Local Union will be provided with the average number of employees on the active roll in the plant during each such month. This number **shall** be the basis on which the appropriate number of zones shall be determined; (ii) adjustments, if any, in the number of zones shall be effective with the **first** pay period in the month following the month (i.e., June, **October**, February) in which the number of zones is determined in accordance with (i) above. The rezoning and the determination of the Union representatives **shall** be accomplished prior to the **adjustment** date.

(i) — The plant may be rezoned in accordance with Subsection (g) above from time to time upon the written request of either the Plant Management or the Local Union. The parties in each plant may agree to establish a flexible zoning plan to **pre-**determine the zones to be eliminated or added consistent with ratios at various employment levels of the plant.

(j) — When unusual circumstances **arise** and such circumstances result in the number of employees on **active** roll **at** the plant that would require an increase or decrease of two **(2)** or more zones under the applicable table in Subsections (b) (c) or (d) and Subsections (f) and (g) the parties shall make adjustments in the zones concurrent with such changes in accordance with Subsections (b) (c) or (d) whichever is appropriate, and Subsections (f) and (g) of this Agreement. If the parties are unable to reach agreement, the matter shall immediately be referred to **Corporate Staff** Labour Relations and the **National Union** for **resolution**.

(k) — **When determining** the on-roil employment level for representation purposes, apprentices will be included in the employment level count.

## **(l 1) Stewards**

### (a) General

(1) — In each plant in which the representation structure includes **Stewards**, employees **in** a zone **shall** be represented by one Steward for each **shift** who **shall** be a regular employee having seniority and **working in** the zone.

(2) — Stewards **will** perform their **respective** duties in a manner which complementa quality and operational efficiency **at all times**.

(3) — **During** overtime periods or weekend work the Steward **shall be** offered **work** as long as there is work scheduled in the Steward's zone the **Steward can** do and any of the Steward's respective. constituents are working.

### (b) Full Time

It is understood and agreed where Stewards are **recognized** as full time the Stewards will perform their **responsibilities** commensurate with the time allocated.

### (c) Part Time

Where Stewards function on a part time basis, the Stewards will obtain **prior approval** of supervision to leave their work to present and investigate grievances, It is **understood that** this will occur without **loss** of time or pay. Such **approval will be** sought **only** in legitimate **circumstances** and accommodate a timely release for Union activity discussed above.

## **(12) Plant Shop Committeepersons**

(a) — The Plant Shop Committee of the Union shall consist of not more than six **(6)** members, one being the Chairperson, **each** of whom shall be an employee of the plant having **seniority** or a regular **employee** of the plant having seniority who is on leave of absence.

(b) — It is understood and agreed that each member of the Plant Shop Committee of the Union who is a regular employee of the plant **will perform** respective **duties** in a manner which compliments quality and operational **efficiency** at all **times**.

(c) — Members of the Plant Shop Committee, except the **Plant** Chairperson by agreement **between** the Plant Management and the Plant Shop Committee, will have assigned to them certain **districts** in the plant.

(d) — The Supervisor will grant permission to a Plant Shop **Committeeperson** to leave work for the purpose of attending regular, special or annual conferences., in addition to work related matters particularly **referencing grievances** ,

(e) -The Supervisor will also grant permission to Stewards to communicate by telephone on an unsettled grievance with the Plant Shop Committeeperson assigned to their zones and also will grant permission to a Plant Shop **Committeeperson** (1) to leave work to confer on grievances with Stewards in the districts of the Plant assigned to that Plant Shop Committeeperson when the Plant Shop Committeeperson has been requested to do so by the Steward, and (2) to present grievances to the management representative designated to **receive** them from the Plant Shop **Committeeperson** in the district. Plant Shop Committeepersons may perform their regular grievance procedure duties during working hours without loss of time or pay.

(f) — During overtime periods or weekend work the Chairperson and the Plant Shop **Committeeperson** shall be scheduled to work as long as **there** is work scheduled in the Plant **Chairperson's** district they can do and any of their respective constituents are working.



(g) — On the effective date hereof the number of Plant Shop **Committeepersons**, including the Chairperson of the Plant Shop Committee in the plants shall be as **specified** in each plant's respective Special Provisions section:

In **each** plant the Plant Shop **Committeepersons** including the Chairperson of the Plant Shop Committee shall be assigned to the first shift.

### **(13) Abuse of the Procedure**

(a) — The **Management in** a plant may present to the Secretary of the Local Union as grievances any abuses of the **grievance procedure by** the Union, its Stewards, its Plant Shop **Committeepersons**, its **Local** Union officers, or other representatives or members of the Union. If the Management is **dissatisfied** with the disposition of the grievance made **by** the Local Union, it may take the grievance up with the National Union.

(b) — The Union may present to the Labour Relations Supervisor in a plant as grievances any abuses of the grievance procedure by the Management or its representatives. An **appeal** in accordance with the grievance procedure may be taken by the Union if it is dissatisfied with the Labour Relations Supervisor's decision.

(c) — Such grievances by either the Plant **Management** or the Union shall be presented in writing.

### **(14) Conduct of Union Representatives**

Union representatives employed in the plant **are** subject to the same discipline as any other employee in the plant for violation of shop rules.

## **(15) Consultation Procedure**

### **Conferences**

(a) — Regular - Regular **Conferences** will be arranged between the Plant Shop Committee and Plant Management and the Labour Relations **Department** on an as required basis, but not less than every **two** months by either **party**. An agenda on workplace matters, will be provided on **the day preceding the meeting**.

(b) - **Special - Special Conferences** on workplace matters may be arranged between representatives of the Local Union and Staff **Labour** Relations or the Plant **Manager** or designate of the Plant Manager. Upon the request of the Local Union President, the Manager, Labour **Relations** and Safety will make arrangements for a representative of **the National** Union to attend said conference.

**Arrangements** for such **conferences** will be made in advance with an agenda of the workplace matters to be discussed presented at the time the: **conference is requested**.

Special Conferences **shall be confined** to those matters included on the agenda.

Union representatives as **specified, if working** in the Plant shall receive pay from the **Corporation** at their regular hourly rate for the time spent in such **conferences, provided** they would otherwise have worked in the Plant during the time spent in such conferences.

(c) - Annual **Meeting - An annual meeting** may be convened between the Union and **Company** to discuss various topics: such as:

Current economic conditions and the outlook for the automotive industry and the **Company**.

Management-Union relations.

Matters of mutual and/or **special** interest to either party.

The meeting will be chaired by the Vice-President of Human Resources **and** the National Union President or designate with attendees to include the **Local** President and Vice-Presidents, Chairpersons **as** well as National Representatives servicing the Company with corresponding Management Representatives as **designated**.

### **Pay At Conferences**

Members of the Plant Shop Committee **attending**, said conferences will receive pay at their regular hourly **rates**, provided they would otherwise have worked in the Plants during **such** conferences. In the event such conferences mutually **extend** into overtime hours, each member of the Shop Committee will receive overtime pay at the **applicable** overtime rate.

## **GRIEVANCE PROCEDURE**

### **(16) Time of Answers**

The management will answer in writing any grievance presented to it in writing by the Union;

(a) -- by the Supervisor or other designated representative of management within **five (5)** working days,

(b) -- by the Plant Labour Relations Representative within seven **(7)** working days,

(c) — by the Staff Labour Relations Representative or designated representative within seven **(7)** working days.

These time limits may be extended at any time by agreement **between** the Corporation and the Union.

## **(17) 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:

### **(18) Step 1**

(a) — The employee or one member of a group having a grievance may take the grievance up with the employee's Supervisor, or may ask the Supervisor to send for the Steward without undue delay.

(b) — The Steward then takes the grievance up with the Supervisor or other designated representative of the management in the zone.

(c) — If the **Steward** and the Supervisor or other **designated** representative of management are unable to dispose of the grievance, the Steward then refers it to the Plant Shop Committeeperson for that zone. The **Plant Shop** Committeeperson then takes the grievance up with the Superintendent or other designated management representative.

(d) — If the grievance is not disposed of and the Steward wishes to pursue it further, the grievance may be reduced to writing and delivered to the Supervisor or other **designated** representative of management. (Any claim of discrimination when presented in writing, shall contain a full statement of the facts that give rise to the claim and the specific reason or reasons why the employee believes discrimination has occurred.)

(e) — If the grievance is not **disposed** of, the Plant Shop Committeeperson may take the **written** grievance up with the Superintendent or other designated management representative for the particular district.

### **(19) Step 2**

(a) -- If the Plant **Shop** Committeeperson and the Superintendent or other designated representative of management do not dispose of the grievance, then the Plant Shop Commit&person refers the written grievance to the Plant Shop

Committee.

**(b) —** The Plant Shop Committee then delivers a **written** copy of the grievance to the Plant Labour Relations Representative and thereafter takes the grievance up with the Plant Labour Relations **Representative** at a scheduled meeting.

### **(20) Step 3**

(a) — If the Plant Shop Committee and the Plant Labour Relations Representative are unable to dispose of the grievance, the Plant **Shop** Committee then refers the grievance to the proper higher **officer** or **officers** of the Local Union who may then take the grievance up with a representative of Staff Labour Relations and the Plant Labour **Relations** Representative **after** arranging a meeting. Upon request of the President of the Local Union the National President of **the** Union for the **area** in **which** the plant is located, or a regularly designated National Representative of the National President may attend the meeting. The Chairperson of the Plant Shop Committee may elect to **attend the meeting**.

**(b) —** Officers of the **Local** Union working in the plant and the member of the Plant Shop Committee shall receive pay from the Corporation for time spent in such meetings. If Management agrees to a meeting or the, continuation of **a meeting** during overtime hours, each officer and the member of the Plant Shop Committee shall receive pay from the Corporation at the appropriate overtime rate for the overtime spent in such meeting.

**(c) —** The President of the Local or the designated representative may investigate any grievance appealed to this step of **the** grievance procedure and, if working in the plant, will receive pay at the regular hourly rate for time spent in such investigation.

**(d) —** If a grievance involves the proper classification of employees or their working conditions, a representative of the National **Union** may enter the plant during regular **working** hours, after making proper arrangements with the Manager Staff Labour Relations or the designated representative thereof, **in** order to inspect the operation involved in the grievance and to decide whether or not to appeal the grievance. A representative of the

local plant management may accompany the Union's representative.

**(21) Step 4 – National Review and Appeal to Appeal Board**

(a) – Step 4 – National Review

If the **officers** of the Local Union and the Staff Labour Relations **Representative and designated** representative, are unable to dispose of the grievance, the officers of the Local Union then refer the grievance to the National Representative of the Union for the area in which the plant is located. The National Representative will review the grievance. If the grievance is one on which the Appeal Board has power and authority to rule, the National Representative, may arrange a meeting with the Staff Labour Relations Representative and designated representative, to discuss the grievance. At the request of the National Representative, a Local Union Officer and the Local President's designated representative may attend such meeting. Within ten **(10)** days of such meeting the Staff Labour Relations Representative or designated representative shall forward to the National Representative a statement of the parties' understanding as to the disposition, if any, of the grievance discussed. In any event, the National Representative shall either dispose of the grievance or if the **grievance** merits appeal, refer it to the National Union which, **if the** grievance merits appeal, shall within forty-five **(45)** days of the appeal of the grievance to Step 4, refer the grievance to the Appeal Board.

For the purpose of this Section, at the Ajax Trim Plant, Local **1090**, and the Etobicoke Casting Plant, Local **1459**, the President of the Local Union and the Chairperson of the Plant Shop Committee may attend the meeting at the request of the National **Representative**.

(b) – Appeal to Appeal Board

If the National Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the Steward and the written answers to the grievance and such other written records as there may be in

connection with the matter and forward the same to the Manager of Staff Labour Relations of the Corporation, together with a notice that the answer of the representative with respect to that grievance is not satisfactory to the **Union**. **The** matter, **if within** the power and authority of the Appeal Board as provided in Section **(24)**, **may** then be submitted to the Appeal Board for final disposition, such disposition to be made within thirty **(30)** days of the submission.

### **(22) Membership of the Appeal Board**

(a) — The: Appeal Board shall consist of one but not more than two Labour Relations executives of the Corporation and one but not more than two official representatives of the National Union, and an **Impartial** Chairperson. **The Union** and Corporation representatives of **the** Appeal Board shall attempt to settle **all** grievances properly referred to the Board.

(b) — In the event that they are unable to settle the matter, it shall be determined by decision of the Impartial Chairperson and not by majority vote of the Board. **The** Impartial Chairperson shall have the right, however, to participate in all discussions and meetings of the Appeal Board and shall also have the duty of assisting the parties in resolving particular questions.

(c) — The Impartial **Chairperson** shall **have** only the functions **set** forth herein and shall serve for one year from date of appointment provided said Impartial Chairperson continues to be acceptable to both the Union and the Corporation. The fees and approved expenses of the Impartial Chairperson will be paid one-half by the Corporation and **one-half** by the Union.

### **(23) Authority of Appeal Board**

The power and authority of the Appeal Board shall be limited to:

(a) -- matters involving the correctness of the classification of **employees**, provided that the absence of a classification from the list of classifications **authorized** for use at a **particular** plant by the Corporation shall not preclude the application of that classification at that plant, provided the requested classification

is an established hourly classification under this Agreement and provided further the application of the requested classification is proper, **based** upon the work performed; and

(b) — **applying and** interpreting the provisions of the Agreement including **written** memorandum and letters of understanding **between** the Corporation and the National Union that relate to and supplement the terms of this Agreement **except** as may otherwise appear in said Agreements.

(c) — in proper cases, modifying penalties assessed by the Management in disciplinary discharges and layoffs.

(d) — grievances submitted charging a violation of the Corporation's express commitments set forth in Section (55) of the Agreement or Section (11) (a), Section (12) or Section (14) of the Supplemental **Agreement** Special Provisions Pertaining to Skilled Trades Employees. The Appeal Board may not determine that any Plant Management decision **regarding the** letting of a contract for maintenance or construction work or for the in-plant fabrication of tools, dies, jigs, and **fixtures** or any Plant Management decision to buy tools, dies, or models rather than make them violated the express provisions of Section (55) of the Agreement or Section (11) (a), Section (12) or Section (14) of the Supplemental Agreement -- Special Provisions Pertaining to Skilled Trades Employees, unless:

1. the Appeal Board **finds** that the **decision** complained of has resulted, **or will** result, directly in the layoff of journeymen/women or temporary employees in the affected classifications at the plant on layoff, and 2 unless the Appeal Board **finds** that, in making **the** disputed decision to contract out the work involved or to buy rather than make, Plant Management did not exercise proper **judgment** on the basis of the information available at the time the decision was made based on all the considerations set forth in Section (13) of the Supplemental Agreement — Special Provisions Pertaining to Skilled Trades Employees and those set **forth** in Section (55), Section (11) (a), Section (12) **and** Section (14), referred to **above** as the case may be. If on the basis of the evidence presented the Appeal Board **finds** that the management decision complained of did not violate the provisions of **said** Section (55), Section (11) (a), Section (12)



or Section (14), such determination shall resolve the grievance. If, however, the Appeal Board **finds** that the Management decision violated any such Iprovision, the Appeal Board shall have authority to issue an award in which the sole remedy shall be limited to providing relief to journeymen/women and temporary employees in the affected skilled trades classifications at the **affected** plant who either were laid off directly as a result of the Management **decision** complained of or who were on layoff from the **affected** skilled trades classifications at the affected plant when Management made the decision complained of.

The Appeal Board shall not have authority to add to or subtract from or to modify any of the **terms** of the Agreement or to establish or change any wage or rate of pay.

Any case appealed to the Appeal **Board** on which it has no power to rule shall be referred back to the parties without **decision**.

## **(24) Time of Appeals**

(a) — Hereafter, a grievance not appealed from an answer at one step of the grievance procedure to the next step of the grievance procedure, 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. Time limits for appeal shall be as follows:

1. Appeal from an answer given in either Step 1 or 2 of the grievance procedure must be made within five (5) working days after such answer;

2. Appeal. from an answer given in Step 3 of the grievance procedure must be made within fifteen (15) working days after such an answer;

3. Appeal. to the Appeal Board must be made within **forty-five (45)** days from **date** of appeal to Step 4.

(b) — 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 reinstatement. If the grievance is not **reinstated** within three 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.

#### **(25) 'rime Limit on Claims**

(a) — No claims, including claims for back wages, by an employee covered by this Agreement, or by the 'Union, against the Corporation shall be valid for a period prior to the date the grievance was **first** filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union as the case may be, to know that the **employee**, or the Union, had grounds for such a **claim** prior to that date, in which case the claim shall be limited retroactively to a period of thirty **(30)** days prior to the date the claim was first filed in writing.

(b) — Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified in writing **prior** to the end of the month following the month in which the payment in question was made to the employee. The notice will specify the amount of the overpayment, and deductions to recover such overpayment shall not commence until the pay period following the pay period in which the notice of overpayment was given to the employee.

#### **(26) Payment of Back Pay Claims**

If the Corporation fails to give an employee work to which the employee's **seniority** entitles the employee, and a written notice of the employee's claim is filed within ten **(10)** working days of the time the Corporation first failed to give the employee such work, the Corporation will reimburse the employee for **the** earnings lost through failure to give the employee such work.

#### **(27) Computation of Back Wages**

No claim for back **wages** shall exceed the amount of wages

the employee would otherwise have earned at the employee's **regular** rate less:

(a) — any unemployment, **compensation** or supplemental unemployment benefit the employee may have received, in which case the Corporation will pay to the appropriate federal agency the amount of the **unemployment compensation** the employee received in order to restore the employee's entitlements for unemployment compensation benefits, provided the employee **authorizes** such payment if **authorization** is required; also, the employee's entitlement for **supplemental** unemployment benefit will be restored **in** accordance with the Supplemental Unemployment Benefit Plan; and

(b) — compensation for personal services that **the** employee was not receiving when the employee last worked for the Corporation. **However**, wages for total hours worked each week in other employment in excess of the total number of hours the employee **would** have worked for the Corporation during each corresponding week of the period covered by **the** claim, shall not be deducted.

The Appeal Board shall have authority in its discretion to deduct such further amount. as it may deem fair.

### **(28) Retroactive Adjustments**

No decision of an Appeal Board or of the Management in one case shall create a basis for retroactive adjustment in any other case.

### **(29) Withdrawal of Cases**

After a **case** on which an Appeal Board is empowered to rule hereunder has been **referred** to the **Appeal** Board, the case **may** not be withdrawn by **either** party except by mutual consent.

### **(30) Finality of Decisions**

**There** shall be no appeal from any Appeal Board's decision. Each such decision shall be **final** and binding on the Union and its members, the employee or **employees** involved, and the

Corporation. The Union **will** discourage any attempt of its members, and will not encourage or cooperate with any of its members in any appeal to any Court or Labour Board from a decision of an Appeal Board.

### **(31) Appeal for Interpretation**

Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party **directly** with the other party. Upon failure of the parties to agree with respect to the correct interpretation or **application** of the Agreement to the issue, it may then be appealed directly to the **Appeal Board** as provided in Section (21).

### **(32) Law Suits**

Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Corporation, the employee or employees involved, the Union and its members.

Except with respect to the right to present, an individual grievance as expressly set forth in Section (19) (a), the Union shall, in the redress of alleged violations by the Corporation of this Agreement or any local or other agreement supplementary hereto, be the exclusive representative of employees or groups of **employees** covered by this Agreement, and only the Union shall have the right to assert and press against the Corporation in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Agreement.

No employee or former employee shall have any right of action under this Agreement on the basis of or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or **settlement** of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of this Agreement.

## DISCHARGE AND DISCIPLINE

### **(33) Maintenance of Discipline**

It is agreed that the maintenance of discipline for just cause is essential to the satisfactory operation of the plant.

### **(34) Notice of Suspension, Disciplinary Layoff or Discharge**

The plant management agrees promptly upon the suspension, disciplinary layoff or discharge of an employee including a probationary employee to notify in writing the employee and the Steward or Plant Shop Committeeperson in the district of the suspension, disciplinary layoff or discharge, and the reason therefor. Such notice will be provided at a reasonable time where practicable prior to the end of the shift and will advise the employee that the employee has the right to request union representation.

If such an employee is absent from the plant at the time the action is taken, or where it was not practicable to provide written notice prior to leaving the plant, management will send to the employee's last known address notice of suspension, disciplinary layoff or discharge and notice that the employee has the right to request representation.

### **(35) Union Representation**

The employee may ask to discuss the suspension, disciplinary layoff or discharge with either the Steward or Plant Shop Committeeperson for the distrithe management will designate an office where the employee may do so before the employee is required to leave the plant. Upon request., the employee's Supervisor or other designated representative of management will discuss the suspension, disciplinary layoff or discharge with the employee and the Steward or the Plant Shop Committeeperson. In proper cases, exceptions shall be made.

### **(36) Appeal of Discharge**

Should a discharged employee or the Union representative and the Plant Shop Committee consider the discharge to be improper, a complaint shall be presented in writing through the

Shop Committee to the **designated** Labour Relations Representative within forty-eight (48) hours of the discharge. The Management of the plant **will** review the discharge and give its answer within seventy-two (72) hours after receiving the complaint. The Management of each plant is **authorized** to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to Step 2 of the grievance procedure within five (5) working days after the Management gives its answer to the Union.

### **(37) Use of Past Record**

*9/1* In imposing any **discipline** on a current charge, Management **will** not take into account any prior infractions which occurred more than **one** (1) year previously nor impose discipline on an 'employee for falsification of the employee's employment application after a period of one (1) year from the employee's date of hire.

## **WORK STANDARDS**

### **(38) Work Standards**

#### (a) — Establishing Work Standards

1. When the Corporation establishes work standards, by whatever method it may select, it shall do so on the basis of fairness and equity in that such standards shall be based on the reasonable working capacities of normal experienced employees working at a normal pace to produce quality work: in the manner that **the** Company prescribes.

2. When a work standard is established and is not disputed, or is disputed and settled, such standard shall remain unchanged and not subject to dispute unless and until the operation is changed as a result of change in method, layout, tools, equipment, materials or product design. When a change

is made in a work **standard** for any of the above reasons, only **the elements of the operations** that are affected by such **change** will be adjusted.

The Corporation agrees it is desirable to establish work standards on a new operation as early as is feasible. Where a standard is **not** established, the Steward, upon request, will be given management's reasons for not establishing the standard.

When a standard is not established, an employee, who is following the prescribed method and using the tools provided **in** the proper manner and performing at a normal pace, **will** not be disciplined for failure to obtain an expected amount of production.

When imposing discipline for failure to follow a prescribed method or for failure to use the tools provided in a proper manner, an employee will be informed **in writing** in what respect the employee failed to follow the method or use the tools. Upon request, the Steward **will also** be given the **reason**.

3. When a work study is to be made for the purpose of establishing a standard, advance notice will be given to any normal experienced employee to be studied **and** to the employee's Steward. When a work standard is established, notice will be given to the employee and to said Steward advising them of the established work standard. When a study is **made** for purposes other than establishing a standard, the purpose of the study **will** be made known to a Union representative if so requested.

4. Circumstances affecting the time of **performance** of a **particular** job that were not taken into account in establishing a work standard are known as non-standard conditions. When such non-standard conditions exist and are brought to the **attention** of management, the employee concerned shall be advised of the rate of production at which said employee **will be required** to perform the job under such non-standard conditions.

(b) — Relief Time and Other Allowances

1. All employees on a regular eight-hour **shift** shall have a relief period or periods not exceeding in the aggregate twelve (12) minutes before lunch and twelve (12) **minutes after** lunch. Such relief periods represent five per cent of the **shift** time or three (3) minutes Per hour. The amount of such relief time shall be modified **accordingly** for a shift other than a regular **eight-**hour shift. This shall not be deemed to **affect** the environmental relief allowance now included in the work standard of certain operations nor the allowance applicable to certain other operations as expressly set forth in letters from the Corporation to the Union.

Such relief time, except in emergencies, **shall** not be provided during the **first** hour of the **shift** or the **first** hour **after** the lunch period, or during such other periods, not exceeding in the aggregate two (2) hours per shift, as may be mutually **satisfactory** in the **local** plants.

2. When a time study is made, the employee's **performance** will be rated as **to** normal at the time such study is made. In **addition** to the regular relief allowance, allowances will be made for such elements as standard tool changes, material handling, and fatigue where these are a factor.

(c) -- Special Provisions Regarding Breakdowns, Ratio of Body Types, and Controlling Operations.

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1. An employee **will** not be **required** to make up a loss in production on the employee's operation solely as a result of machine or **equipment** breakdown or shortage of stock or other conditions if the condition is beyond the employee's control, but the employee may be directed while the condition exists, to perform other work or, if the condition exists during a period when the employee may be required to do so, to take regular relief time.

2. Work assignments on conveyor lines will be made in accordance with **line** speeds and available work space and the



expected normal ratio of body types, optional equipment or other product types. When it is **necessary** to adjust the normal scheduled ratio of body types including optional equipment or other product types on conveyor **lines** and more **or** less work is required because of the change **in** mix, compensating adjustments in work **assignment**, manpower, spacing of units, line speed or any combination thereof **will be made**. Arrangements **will** be made locally to establish procedures which **will** provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, management will designate specific off-line operations from which employees **will** be made available to compensate for such mix changes when one of the compensating adjustments selected is an increase in employees. The compensating; adjustments will be made known to the affected employee in the employee's ordinary work area in **time** to accommodate the mix change. Upon request, Management **will** advise the Union of the arrangements made. If the time required to **perform** the elements of work assigned to an **employee does** not equal the available **time of** the employee's work station, additional elements of work 'may be assigned to the employee, not to exceed the available time of the employee's work station. If work assignments on such lines are changed, the Supervisor will advise the employee what elements have been added to or removed **from** the operation.

**3.** On some press, machine or conveyor lines the operations are limited by the **controlling** operation on the line with the result that on such lines either the time required to **perform** the elements of 'work assigned to an **employee** is less than the employee's available time or the rate of production required of an employee is less than standard. In such circumstances the employee will be advised of the standard and available time for the operation whether or not the employee is required to produce to the: standard. When the work standard on the **controlling** operation is adjusted, the **other** operations that were so limited will be adjusted accordingly within their standards.

(d) --- Dispute Procedure

1. If an employee or group of employees believes that any paragraph or paragraphs of his Work Standards Section has **been** violated, and the employee (or they) is aggrieved as the result thereof, the employee, or a **designated** member of the group, may take the **matter** up with the Supervisor, or ask the Supervisor to send for their Steward. On request the **Supervisor** will obtain for the Steward in writing an elemental breakdown of the operation in question. Such elemental breakdown shall consist of all the elements of the operation in the order of their **performance** with the time for **each** element and the total time **for** the operation as these appear on the study or supporting data. On conveyor assembly lines **each** elemental breakdown will **reflect the scheduled** rate of production and available time, **either** by the hour or the day as requested.

The best efforts of the employee, the Supervisor **concerned** and the Steward shall be directed toward settling the matter. Among other things, it shall be determined that the employee's work method, the job layout, the tools and equipment are **those on** which the standard is based. Machine cycle times, **feeds** and speeds, stock locations and line speed are among other items that should be **checked** to determine that these are as contemplated in the standard.

By receiving the elemental breakdown and other information **regarding** an operation, **the** Union **will** not thereby waive its right later to dispute the time values of the elements of the operation.

2. (i) If after the above procedure is followed the matter is not **resolved**, a written grievance may be filed **with** the Supervisor, signed by the aggrieved employee or aggrieved **employees**. The Supervisor shall reply to the grievance within two (2) regular working days. If the grievance is not disposed of, it may within two (2) regular working days of the Supervisor's **reply** be appealed by the Chairperson of the Plant Shop Committee to the next step by giving written notice to the Labour

Relations Department.

(ii) Following receipt of the Supervisor's reply and prior to the ~~special~~ meeting held pursuant to Paragraph 3 below, the Local **Union** Time Study person will be permitted to make a study of the job in dispute. This study shall not be deemed to be in substitution for the National Union Industrial Engineer giving **technical** assistance as provided in Paragraph 3 below.

(iii) The Local Union Time Study Person shall be an employee having seniority in a plant of the Corporation, who is trained and qualified by the National Union as a Time Study Person. The Union may designate in writing to the Corporation from among seniority employees at work in the plant a permanent alternate Local Union Time Study Person who is trained and qualified by the **Union** as a Time Study Person to function when the Local Union Time Study Person is to be away from the plant for at **least** a full **shift** and plant management receives advance notification of such absence.

The **Time Study Person**, during regular **working** hours of the Time Study Person, may perform the duties as herein set forth subject to the provisions of Section (11) **(b), (c), (cl) and (e)** and notwithstanding seniority status, shall in the event of a layoff be retained at work as long as: there is a job scheduled in the plant in which the Time Study Person is **employed** which the Time Study Person is able to do and shall be recalled to work **after** a **layoff** as soon as there is a job in either the Windsor Assembly Plant or the **Pillette** Road Truck Assembly Plant the Time Study **Person** is able to do.

**3.** Within five **(5)** regular **working** days of the receipt of the **appeal** to the Labour Relations Department, the grievance will **be** considered at a **special** step of the grievance procedure by three representatives of the Union, including the Steward, Plant Shop **Committeeperson** and Chairperson of the Plant Shop Committee and three **representatives** of management, at **least** one of whom shall be a member of higher supervision.

After the written grievance has **been** answered by the Supervisor, all of the data supporting the standard shall be made **available** to the appropriate Plant Shop **Committeeperson** or to the **National Union's** Industrial Engineer upon request, without undue delay.

If the Chairperson of the Plant Shop **Committee** so requests, **the Corporation** will make a new study of the operation promptly by the time study method, using a normal experienced operator on the job. The time limits for the meeting in this step of **the** procedure **shall** be extended by the time required to make the study and the study shall be made available to the participants in **this** step of the procedure. Also, should the National Union **through** the Labour Relations Department **request** an Industrial Engineer from the Corporation and an Industrial **Engineer** from the National **Union** to give their technical assistance in resolving the grievance the time limits for the holding of this meeting shall **be** extended by the time required. In this event, the Industrial Engineers **shall** give their prompt attention to the matter. In the presence of a Local Union representative or representatives they **will** compare and exchange: their studies and **computations** without undue delay to determine the areas of difference, if any, in order to expedite resolving the grievance. The National **Union** and the **Labour** Relations Department will arrange for the participation of the Union's Industrial Engineer.

The requirements of this procedure for the making available of elemental breakdowns, back-up data, for the **taking** of a new time study by the Corporation at the request of the Chairperson of the Plant Shop Committee, **and** for the participation of the Union's Industrial Engineer shall apply only to grievances alleging that the aggrieved employee cannot perform the work **required** in the time allowed because the **standard** was not established in conformity with Section **(38)** (a) **(1)** hereof.

4. Within two **(2)** regular working days of the special step meeting, higher supervision will give a **written** answer. If the grievance is not **settled** at this step, it may within five **(5)** regular

working days from the date of the written answer be referred to the Special Arbitrator. ~~The~~ Special Arbitrator shall consider the grievance and render a decision within two (2) weeks of receipt of such referral.

The Special Arbitrator shall be selected either by mutual agreement of the parties or, failing such agreement, by the Minister of Labour for Ontario. Payment of the ~~Special~~ Arbitrator's fees and expenses shall be shared **equally** by the parties. The Special Arbitrator shall be a qualified industrial engineer.

**5.** In considering a grievance so referred the ~~Special~~ Arbitrator shall have **authority** only to rule on **whether** any paragraph or **paragraphs** to this section have **been** violated, including Paragraph (a) **1**, and on the correctness of any and all **facts** that are in dispute in the **grievance**. However, the ~~Special~~ Arbitrator shall not have authority to alter or establish a standard on any operation. The ruling of the Special Arbitrator shall **be** binding on **both** parties.

**6.** The Union and the Corporation shall stipulate in advance of the hearing which matters are in dispute and the Special Arbitrator shall make a determination only with respect to those matters. The parties shall make available to the ~~Special~~ Arbitrator at the hearing any data pertinent to the operation which the Special Arbitrator **may** request, or which the parties may desire to present.

**7.** The Special Arbitrator shall observe the performance of the operation in dispute and when requested by either party the Special Arbitrator shall make a time study of the operation, using a normal **experienced** operator on the job. If the parties cannot agree on the normal experienced operator to be studied, the Special Arbitrator **shall** make the selection.

**8.** In submitting a ruling, the Special Arbitrator shall also submit to both parties copies of all the facts of the study and computations thereto.

**9.** If pursuant to the above the Special Arbitrator rules

that Paragraph (a) 1, has been violated, the Corporation will be obligated to establish a new standard within two (2) regular working days following receipt of such ruling.

10. If the Union considers the new standard unsatisfactory, it may **file** a grievance concerning the standard and such grievance will be reviewed by the parties within two (2) regular working days. If the grievance is not **resolved** at this meeting, the Corporation **will** give its written reply to the grievance within two (2) regular working days **thereafter**.

Within two (2) regular working days after receipt of the written answer, the Union may appeal the grievance to the **Special** Arbitrator and in such event the Special Arbitrator **will** hold a hearing within one (1) week and review the action taken by the **Corporation**. The Special Arbitrator will not take an additional time study but shall determine within three (3) regular working days after the hearing whether the new **standard** is also in violation of Paragraph (a) 1.

11. The Arbitration procedure outlined herein shall be subject to the laws of the Province of Ontario and any regulations or decisions thereunder having the force of law.

## SENIORITY

### (39) Probationary Employees <sup>31</sup>/<sub>1090</sub>

(a) — New employees of the plant shall be considered as probationary employees for the first ninety (90) days of **their** employment except as provided in subsection (b) below. The ninety days' probationary period shall be accumulated within not more than one (1) year unless the employee **is** on the active roll, vacation, or temporary layoff wherein the probationary accumulation period will continue. After employees have **finished** the probationary period, they shall be entered on the seniority list of their department or division and shall rank for seniority from the day ninety (90) days prior to the day they completed the probationary period.

(b) — There shall be no seniority among **probationary** employees.

(c) — The Union shall represent probationary employees for the purposes of collective bargaining in **respect** to rates of **pay**, wages, hours of employment **and** other conditions of employment as set forth in Section (1) of this Agreement. Any claim made by a probationary employee that a layoff or discharge is not for cause, or discriminatory under Sec. (4), may be taken up as a grievance; provided, however, that the employee shall be deemed to have continued to be on probation, and therefore the Corporation shall not be held to the same standards as in the case of seniority employees. The Appeal Board shall have jurisdiction over such cases. A probationary employee who is discharged and later reinstated shall not be deemed to have served any part of the probationary period between the date of the probationary employee's discharge and the probationary employee's **reinstatement**.

(d) - Where a probationary employee's performance in unsatisfactory,, the Supervisor will review the employee's performance with **the** Steward or Committeeperson.

#### **(40) Seniority Lists**

(a) — Employees' names shall appear on the **relevant** seniority lists (by classification, department and plant) in the order of their respective **date** of hiring or in the case of an employee placed on the seniority lists after ninety (90) calendar days' intermittent employment within any period of twelve (12) consecutive months, in the order of the date ninety (90) calendar **days** prior to the **employee** attaining seniority.

(b) — Seniority **lists** for each department shall be maintained at all times by the Corporation and shall be made

available to Stewards and Plant Shop Committee persons for inspection to the extent reasonably necessary for any Steward or plant Shop Committee person to ascertain the seniority status of an employee within said jurisdiction.

(c) — The Corporation shall post revised seniority lists as required for each department each three months and copies of same shall be supplied to each Plant Shop Committee person. The lists so supplied shall include the names of seniority employees then on layoff.

Plant seniority lists shall be compiled each six (6) months and shall be supplied to the respective Chairperson of the Plant Shop Committees.

#### **(41) Loss of Seniority**

(a) — An employee shall lose seniority for the following reasons only:

1. The employee quits.

2. The employee is discharged and the discharge is not reversed through the grievance procedure.

3. If the employee is absent for five (5) regular working days without advising the Corporation's Employment Department giving satisfactory reasons.

4. If the employee fails to return to work within five (5) regular working days after notification so to do to the employee's address on record with the Corporation unless the employee furnishes satisfactory reasons for such failure.

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5. If the employee is not called upon to perform work for the Corporation for a period of sixty (60) consecutive months or for a period equal to the employee's seniority at the date when the employee last performed work for the Corporation, whichever shall be the greater.

6. If the employee receives a permanent total disability



benefit under a group life insurance policy held by the Corporation. If such employee recovers **and** either (a) the **employee's** permanent total disability benefit is discontinued **or** (b) the employee's Permanent total disability benefit has been fully paid, the employee's seniority, including that which the employee **otherwise** would have acquired during the Period of **said** disability, shall be restored. **Provided**, however, if the period of the employee's **disability** was for a period longer than the seniority the employee had on the date the employee was approved for a permanent total disability benefit the employee shall upon the restoration of seniority as provided above be given seniority equal to the amount of the seniority the employee had on the date such permanent total disability benefit was approved. However, as to an employee who received such benefit prior to the date of this **Agreement**, the **employee's** seniority will **continue** to accumulate and, should the employer: recover, the employee's total accumulated seniority will be credited.

7. The employee **retires** or **receives** a pension under the Pension Plan of this Agreement. If the **employee** receives a pension for permanent total disability and recovers and the pension is discontinued, the employee's seniority including that which the employee otherwise would have acquired during the period of disability, shall be restored, provided, however, if the period of the **employee's** disability retirement was for a Period longer than the seniority the employee had on the date said pension for permanent total disability began, the employee shall, upon the: discontinuance of permanent total disability pension, be given seniority equal to the amount of seniority the employee had on the date such pension began.

8. The employee **accepts** a Separation Payment under the Supplemental Unemployment Benefit Plan incorporated **in** this Agreement in which event the **employee's** seniority **shall** be broken at any and all **plants** and locations of the Corporation **as** of the date the **employee's** application for **the Separation** Payment was received by the Corporation.

(b) In the event an (employee loses seniority under **Section (41)** as a result of imprisonment for up to one hundred and eighty **(180) days** in connection with an **offence** arising out of the operation of a motor vehicle, the employee's incarceration **shall be considered** a proper 'exception under the **provisions** governing loss of seniority and the employee's seniority **shall** be reinstated

#### **(42) Exceptions to Seniority and Job Opportunity Provisions - Disabled Employees**

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In the event of an employee suffering a disability which would **prevent** the employee from carrying out normal duties the Corporation and the Union may make **exceptions to** the seniority **and** job opportunity provisions of this Agreement in favour of such employee. When exceptions are made pursuant to this **Section** involving an employee that is **recognized** by the Corporation and the Union to be an unusual placement problem, the **parties** may further agree that such employee may not be displaced under the **Layoff** and Recall **paragraphs** of the applicable Plant Special Provisions or under Paragraph **(21)** of the Special Provisions Pertaining to Windsor Area Plants, nor may such employee exercise any job opportunity claim to any other job unless **mutually** agreed by the Corporation and the **Union**. However, if in the event of a layoff the seniority of the employee placed under this Section 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.

#### **(43) lieinstatement After Disability**

(a) 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 seniority and these rules as nearly as may be 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 Steward or Committeeperson, and Management will so arrange it. If a grievance on the matter is submitted, it may be referred to Step 3 of the grievance procedure. The Local Union may then take the grievance up with the Plant Manager, or the 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 Plant Manager or the Plant Manager's designated representative. Costs will be paid by the Plant. If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on the employee by the plant physician, there shall be no retroactive pay. If the report or decision, places work restrictions or limitations on the employee which are less than those previously placed on the employee by the plant physician, retroactive pay, if any, shall be limited to the period beginning two (2) weeks prior to the day of the final examination by the independent physician and shall be calculated as provided in Section (28).

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

(b) -- If an employee claims the employee is unable to perform the duties of the available work to which the employee would be entitled by seniority and Management disputes such claim, the issue shall be submitted to an independent physician, provided consultation between the employee's personal physician and the plant physician or physicians acting for the Corporation does not resolve the conflicting medical findings. The independent physician shall be selected by the Local Union and the Plant Management within seven (7) working days from the

date the dispute arose. The employee shall **submit** to a physical examination by the independent physician who **shall** submit a written report of **medical** findings and conclusions. **Costs** of such examination shall be paid by the **Plant**. The decision of the independent physician shall be **final** and binding on the Corporation, the employee involved and the Union.

#### **(44) Change of Address**

**Employees shall** notify the Management of any change of address and a copy of the notification will be given the employee.

Within thirty **(30)** days **after** the ratification of this Agreement and every six **months** thereafter during the term of this **Agreement**, the Corporation **shall** give to the National Union and the respective Local Union the names of **all employees** covered by this Agreement **together** with their addresses as they **then appear** on the records of the Corporation. The National Union **shall** receive and **retain** such information in confidence and **shall** disclose it only to those **officials** of the Union whose duties require them to have such **information**.

Upon request of the Local Union to the Manager of Labour Relations and Safety, the Corporation **shall** give, not more **than once** in every quarter, current mailing labels of all retired, **laid-off**, and active employees covered by this Agreement.

#### **(45) Shift Preference**

Provisions pertaining to shift preference shall be negotiated **locally** in the plants. Any such agreements must have sufficient flexibility to give **full** protection to efficiency of operations at all times,

#### **(46) (Overtime Equalization Agreements**

The **Local Unions** and Local Plant **Managements** may negotiate local **agreements** for the purpose of **equalizing** overtime hours or overtime opportunities in the same department and classification and on the **same shift**. The **foregoing** provision **will** not interfere with any mutually satisfactory local **practices** now in

effect that are inconsistent therewith.

#### **(47) Plant Memoranda of Understanding**

(a) — Provisions pertaining to matters which are peculiar to a plant because of its physical structure and facilities and, in respect to Ajax Trim Plant, **Etobicoke** Casting Plant, **Bramalea** Assembly Plant and Grand **Marais** Road Building only, matters **concerning** seniority and job opportunity which are in lieu of provisions in this Agreement expressly made inapplicable to any or **all** of the said plants, shall be negotiated locally in the plants and incorporated into a Plant Memorandum of Understanding.

(b) — A Plant Memorandum of Understanding shall be governed by this Agreement, to which it is a supplement.

(c) — Plant Memoranda of Understanding shall continue in force concurrent with the term of this Agreement and any extension thereof.

### **LAYOFF AND RECALL.**

#### **(48) Layoff Definitions**

The term "layoff" when used in this Agreement means a reduction in the working force and includes the following definitions:

(a) - Temporary Layoff

A temporary layoff **means** a reduction in the working force for a definite period of time for any reason not set forth in Subsections (c) and (d) below.

(b) — Indefinite Layoff

An **indefinite** layoff **means** a reduction in the working force for an unknown or indefinite duration for any **reason** not set forth in Subsections (c) and (d) below.

(c) — Temporary Adjustment

A temporary adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial

or full curtailment of operations and over which Management has no control. Such occurrences are usually for a limited duration and are caused for example by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labour disputes, emergencies, or acts of God.

**(d) — Model Change or Inventory Layoff**

A model change or inventory layoff means a reduction in the working force for either or both of these reasons, the duration of which may or may not be known.

**(49) Notice of Layoff**

(a) -- On request by the Union the Corporation will advise them of circumstances causing layoffs, type of layoff applicable, probable duration, and other relevant information.

$\frac{24}{001}$  (b) -- When reasonably possible the Corporation will give twenty-four (24) hours' notice of layoff to employees.

**(50) Recall**

$\frac{27}{D}$  It is understood that the Corporation will endeavour to notify employees affected in accordance with seniority. Such notification shall be in accordance with past practice of the Corporation. It is further understood that any variation, not exceeding two (2) days, in the time of giving of notice, shall be considered to be notice given in accordance with seniority.

**TRANSFER AND PROMOTION**

**(51) Transfer of Employees Between Plants**

(a) — An employee who is transferred by the Corporation from one plant to another plant of the Corporation shall rank for seniority as of the employee's date of entry in the other plant, except as provided in Section (52) referring to the transfer of operations or departments from one plant to another plant of the Corporation. If the necessity to transfer arises from the need for the special skills or abilities of employees, the Corporation shall,

prior to transferring employees, canvass the **qualified** employees in the department from which the transfer **will** be made and **shall** give preference to the senior qualified employee, if any, who volunteers for such assignment. An employee transferring pursuant hereto **shall** retain seniority in the plant from which transfer **occurred** and shall be returned to the former plant when the employee's services are no longer required at the new plant, at which time the **employee's** seniority at the new **plant shall** be terminated.

(b) — IF, for other reasons, an **employee** is transferred at the employee's own request from one plant to another plant of the Corporation, the employee **shall** retain seniority in the plant from which **the** transfer occurred for a period of **twelve (12)** months from the date the employee last worked in the plant and shall rank for seniority as of the employee's date of entry in the other plant.

(c) — An employee transferring under this **Section (51)** shall retain any rights accrued for purposes of holiday pay, payment in lieu of vacations, pensions, insurance and the Supplemental Unemployment Benefit Plan.

### **(52) Transfer of Operations Between Plants**

(a) — 'When operations or departments are transferred from **one** plant to another existing plant of the Corporation, employees on indefinite layoff as the result of the transfer, up to the number **needed** in the receiving plant to **perform** the **transferred** operations, may, if they so desire, be transferred to the other plant **with** their **full** seniority provided they are able to do the work. Employees **indefinitely** laid off within thirty **(30)** days of the completion of such a transfer or as a **result** of the transfer **shall** also be given the opportunity to **transfer** subject to the conditions contained herein.

When **operations** or departments are transferred from one plant to a new plant, **employees** engaged **on** such operations or employed in such **departments**, up to **the** number needed in the receiving plant to perform **the transferred** operations, may, **if they** so desire, be **transferred** to the new plant and if the new plant is **represented** by the Union, with their full seniority.

(b) -- At the request of the National Union, the Corporation will negotiate the advisability of transferring employees in related service departments **who** are affected by the transfer up to the number needed in the receiving plant. Employees who **elect** to transfer and are transferred shall carry their **full** seniority to the new plant.

(c) -- If **operations** are concurrently transferred between two or more **plants**, the number of employees to be **transferred** from **one** plant shall be offset against the number to be transferred to that plant and only the difference, if **any**, shall be transferred as provided in (a) above and (b) above.

### **(53) Discontinuance of Operations**

When operations or departments are discontinued, employees **affected** will be given other work in the plant which they can do and without change of ranking for seniority. Work will **be** made available in the following order:

- (a) -- Open jobs.
- (b) -- Jobs of probationary employees.
- (c) -- Jobs of lesser seniority employees.

### **(54) Job Security and Outside Contracting**

Employees of an outside contractor **will** not be **utilized** in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work or fabrication of tools, dies, jigs and **fixtures**, normally and historically performed by them when performance of such work involves the use of Corporation-owned machines, tools or equipment maintained by employees.

The foregoing shall not affect the right of the Corporation to continue arrangements currently in effect; nor **shall** it limit the **fulfillment** of **warranty** obligations by vendors nor limit work which a vendor must perform to prove out equipment.



In all cases, **except** where time and circumstances prevent it, the plant management will hold advance discussion with local Union representatives prior to letting such a contract. In this discussion local management is expected to review its plans or **prospects** for **letting** a particular contract. The local Union should be **advised** of the: nature, scope and approximate dates of **the work** to be performed and **the reasons** (equipment, manpower, etc.) why **management** is contemplating contracting out the work. At such **times** Corporation representatives are expected to afford the Union an opportunity to comment on the Corporation's plans and to give appropriate weight to those **comments** in the light of all attendant circumstances.

In no event shall any seniority employee who **customarily** Performs the work in question be laid off as a direct and immediate result of 'work being performed by any outside contractor on the plant premises.

**Notwithstanding** the foregoing, the notice provisions of Section (11) (a) of the Supplemental. Agreement, **Special Provisions Pertaining to Skilled Trades employees**, shall **apply** when plant maintenance and construction work is let to outside contracton.

#### **(55) Special Provisions Pertaining to Skilled Trades Employees**

The provisions of this Agreement apply to employees in the skilled trades, except as specifically modified by the Special Provisions Pertaining to **Skilled Trades Employees** which is annexed hereto as a Supplement to this Agreement.

#### **(56) Provisions Pertaining to Apprentices**

The provisions of this Agreement apply to apprentices in the skilled trades, except as specifically **modified** by the Supplemental **Agreement** — Apprenticeship and Apprentice Standards, which is annexed hereto.

## LEAVE OF ABSENCE

### (57) Leave for Good Cause

58, A + 61, 4 / 0.5-2

56 + 59

(a) — Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, such as personal illness or accident, death or serious illness in the immediate family, pregnancy, adoption, jury duty, military reserve training and elective or appointive public office, and such leaves may be extended for like cause.

63) G, I 63, B

(b) — A leave of absence may be granted for a period not to exceed one hundred 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 will be granted an employee with one (1) or more years of 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 Corporation. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this Subsection (c) and the schooling will be regarded as being related to the employee's employment opportunities with the Corporation. Before receiving the leave, or an extension thereof, the employee shall submit to the Corporation 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.

62) A, B  
4

(d) — A leave of absence without loss of seniority for a period not to exceed one (1) year will be granted an employee who is elected or appointed to a full time position with a credit union chartered by a provincial or the federal government to service primarily Chrysler employees. Such a leave may be

extended for additional periods not to **exceed** one (1) year each.

(e) — It is understood that leaves of absence granted under this Section (57) shall be granted only where the requirements of the plant **permit** and replacement **employees** are available.

### **(58) Leave for Union Business**

(a) — An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or **elected** to a position on the Staff of the National Union, or (iii) appointed, selected, or elected by the **Union** to the Staff of the Canadian Labour Congress, **or** to the Staff of a Provincial, County, **City or** Regional **C.L.C.** Council, or Ontario **Federation** of Labour, shall at the written request of the Union receive temporary leaves of absence for **periods** not to exceed three (3) years or the term of office, whichever is **shorter**.

(b) — An employee appointed to a position identified as one of a labour member of a government agency shall at the written request of the Union receive a leave of absence for a period of not more than **three (3)** years.

(c) — A leave of absence may be granted an employee for other union **activities** upon the written request of the **National** Union to the Manager of Labour Relations of the **Corporation**.

(d) — Upon **return** from any such leave: of absence, the employee shall be **re-employed** at work generally similar to that which the employee did last prior to the leave of absence and with seniority accumulated throughout said leave of absence.

### **(59) Bereavement Pay**

(a) (1) — **When** death occurs in the employee's **immediate** family, i.e., spouse, parent, stepparent or grandparent, parent, stepparent or grandparent of current spouse, child or stepchild, grandchild, brother, sister, stepbrother, stepsister, half-brother,

half-sister, non-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, or, in the **case** of seven-day **operations**, excluding regular off days 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.

**(2) —** 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).

**(3) —** 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.

**(4) --** 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 seven-day operations premium and 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.

**(5) --** 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.

**(6) --** 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.

(7) -- 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 **death** under the current practice.

(8) -- An otherwise eligible employee who, for justified reasons related to the death of a family member, or who, by reason of a scheduled **vacation** leave of **absence** requires **bereavement leave** on a day other than one of the first three (3) normally **scheduled** working days, 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.

(b) - **Interpretations** of the bereavement pay **provisions** contained in Section (59) are found in **the** following Summary of Bereavement Pay Interpretations:

## BEREAVEMENT PAY INTERPRETATIONS

UT	W	TH	F	S	S	M	T	W	TH	F
1	NW D P	NW P	NW P							
2	W D 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 P	NW P	NW P		
5	w D	NW P	NW H	NW H	NW F	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	MI P
8				w D	w F	NW	NW NP	NW NP	HI NP	
9	W D	NW P	w	w	NW F	NW	NW P	NW NP		
10	PW(4) D P NP	NW P	NW P	PW(4) P(4)						
11	PW(3) D P P(3)	NW P	NW P	PW(4) NP						
12			w D	NW P	NW	NW	NW P	NW P	NW F	NW H NP NP
13	w D	NW P	NW D P	NW P	NW P	NW N		w P		

## KEY

<b>W</b>	- Worked the Pull Day	<b>F</b>	- Day of Funeral
<b>PW</b>	- Worked a Partial Day	<b>P</b>	- Bereavement Pay Paid
<b>PW(3)</b>	- Worked 3 Hours Only	<b>NP</b>	-Day Not Paid
<b>PW(4)</b>	- Worked 4 Hours Only	<b>P(4)</b>	-Bereavement Pay Paid for 4 Hours
<b>NW</b>	- Day Not Worked	<b>P(5)</b>	- Bereavement Pay Paid for 5 Hours
<b>H</b>	- Holiday		
<b>D</b>	- Day of Death		

## 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.

## **(60) Jury Duty**

Any employee with seniority who is called to and reports to jury duty (including Coroner's Juries and duty required in connection with the Ontario Public Institution Inspection Act) 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 Corporation 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** Corporation 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 such payment is claimed. 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 **(60)** is not applicable to an employee who, without being **summoned**, volunteers for jury duty.

## **WORKING HOURS**

### **(61) Call-in and Call-back Pay** <sup>48</sup><sub>D</sub>

<sup>46</sup><sub>04</sub> An employee reporting to work on the Supervisor's or management's instructions but for whom no work at the employee's regular job is available will be offered at least four **(4)** hours **employment** at some **other** work at the employee's regular hourly rate. This provision shall not apply when the lack of work is due to a labour dispute, fire, flood or other cause



beyond the control of the management.

### (62) Shift Premium and Hours

(a) — Employees regularly employed on the second or third shift shall receive in addition to their regular pay for the pay period five (5) per cent and ten (10) per cent, respectively, additional compensation.

*44/400500*  
*45/401000*

(b) — 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.

### (63) Time and One-Half

Time and one-half will be paid as follows, except as provided in Section (65):

(a) — For 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.

(b) — For time worked on Saturday, except when a shift starts on Friday and continues into Saturday; provided, that hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

### (64) Double Time

Double time will be paid as follows, except as provided in Section (65):

(a) — For time worked on the calendar Sunday.

*37.0*  
*0*

(b) — For the time worked on the calendar holidays designated in Section (73).

*37.2*  
*0*

## **(65) Seven-Day Operations**

Employees working on what are normally classified as **seven-day** operations **will** not be paid overtime **or** premium pay in accordance with Sections **(63)** and **(64)** above, but will be paid as follows:

(a) — Time and one-half for hours 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 in excess of forty **(40)** hours per week.

(b) — Time and one-half for time worked on the sixth **(6th)** day of the employee's scheduled workweek.

(c) — Double time for time worked on the seventh **(7th)** consecutive scheduled day whether or not the seven consecutive scheduled days fall in the same workweek.

With respect to certain interpretations of Sub **Section (c)**, when an employee is scheduled to work a full shift on each of two consecutive **calendar** days, a **twenty-four** hour break between the end of the employee's scheduled shift on the first **such** day and the beginning of the employee's next **scheduled** shift on the following day **will** not be considered a break in consecutive scheduled days of work. For purposes of this interpretation, **the** scheduled shift for third shift **employees shall** be considered to **fall** on the calendar day of which the **shift** ends.

(d) — For the purposes of Subsections **(b)** and **(c)**, a holiday specified in Section **(73)** for which an employee receives holiday pay **or** on which the employee performs work **will** be considered as a day worked. Notwithstanding the provisions of Section **(67)**, a holiday counted in determining an employee's eligibility **for payment** pursuant to Subsection **(b)** may also be counted in determining the same employee's eligibility for payment pursuant to Subsection **(c)**.

(e) — Double time and **one-half** for time worked on any days on **which** any of the designated holidays is **observed** unless

the holiday falls on one of the employee's regularly scheduled days off in which event the: employee, in addition to holiday pay under Section (84), will be paid double time for time worked.

(f) — Time and one-quarter for time worked on a Sunday that is not compensable at a higher overtime rate under any other provision of this Agreement.

### **(66) Seven-Day Operations Premium**

Employees who work on operations covered by Section (65) shall receive twenty cents (20c) per hour above their base rate for time worked. This premium shall be included in computing payment in lieu of vacation with pay, paid absence allowance, holiday pay, Bereavement Pay, Jury Duty Pay, and any overtime or premium pay.

### **(67) Overtime Pyramiding Prohibited**

The allowance of overtime 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.

### **(68) Lunch Period**

$\frac{36}{213}$

(a) — When on full-time three-shift per day operations the time from the beginning of the shift to the end of it does not exceed eight hours, the employees shall work 7-3/4 hours on each shift and shall have a lunch period of one-quarter hour and shall receive eight hours pay.

$\frac{99}{4000}$

(b) — It is understood that this arrangement does not apply to shifts on which the employees work eight hours and have in addition a period for lunch, or to shifts on which by reason of reduction of hours for reasons other than the lunch period, there is time for a lunch period.

### **(69) Payment for Day of Injury**

(a) -- An employee who receives Workers' Compensation will be paid by the Corporation for the balance of the shift on which the injury occurred.

(b) -- An employee who is injured on the job will be paid for the balance of the **shift** on which the employee has been sent home or to an **outside** hospital or outside doctor by a medical officer of the Company or other member of management **authorized** to do so, because of such injury.

(c) -An employee who is injured at work and who, during the employee's shift is sent to a hospital for emergency treatment by a medical officer of the Company or other member of management **authorized** to do so **will** be paid at the appropriate rate for such time as is approved by the Company medical officer.

### **(70) Workweek Defined**

The regularly scheduled workweek starts at **12:01** a.m., Monday, and ends **168** hours thereafter, except for those employees on third shift operations starting Sunday night in which **case** their regularly scheduled workweek starts with the beginning of their shift Sunday night and ends **168** hours thereafter.

### **(71) Reporting Absences;**

A toll-free number will be provided **by** each plant which **will** permit an employee to verify the fact that the employee has notified the Corporation by telephone of **an inability to report** for work.

## **VACATION SCHEDULE**

### **(72) Schedule and Notice**

It is agreed that the vacation shall be granted within the months of July and/or August and notice of the vacation period shall be posted not later than March **15th** in each year for all plants covered under this agreement with the exclusion of Ajax

Trim and Etobicoke Casting and prior to that date the parties will discuss whether the vacation period for such a year shall be one (1) week or two (2) weeks.

## HOLIDAY PAY

### (73) Holidays Designated

*SB*  
*1-20*

The holidays are designated as:

October 11, 1993	Thanksgiving Day
November 12, 1993	Remembrance Day*
December 24, 1993 )	
December 27, 1993 )	
December 28, 1993 )	Christmas
December 29, 1993 )	Holiday
December 30, 1993 )	Period
December 31, 1993 )	
April 1, 1994	Good Friday
April 4, 1994	Monday after Easter
May 20, 1994	Friday before Victoria Day
May 23, 1994	Victoria Day
July 1, 1994	Canada Day
September 2, 1994	Friday before Labour Day
September 5, 1994	Labour Day
October 10, 1994	Thanksgiving Day
November 11, 1994	Remembrance Day*
December 26, 1994 )	
December 27, 1994 )	
December 28, 1994 )	Christmas
December 29, 1994 )	Holiday
December 30, 1994 )	Period
January 2, 1995 )	
April 14, 1995	Good Friday
April 17, 1995	Monday after Easter
May 19, 1995	Friday before Victoria Day
May 22, 1995	Victoria Day
July 3, 1995	Canada Day

September 1, 1995	Friday before Labour Day
September 4, 1995	Labour Day
October 9, 1995	Thanksgiving Day
November 10, 1995	Remembrance Day*
December 25, 1995 )	
December 26, 1995 )	
December 27, 1995 )	Christmas
December 28, 1995 )	Holiday
December 29, 1995 )	Period
January 1, 1996 )	
April 5, 1996	Good Friday
April 8, 1996	Monday after Easter
May 17, 1996	Friday before Victoria Day
May 20, 1996	Victoria Day
July 1, 1996	Canada Day
August 30, 1996	Friday before Labour Day
September 2, 1996	Labour Day

\* **Bramalea employees** will not observe the November 12, 1993, November 11, 1994, November 10, 1995 holidays but instead will observe the October 8, 1993, October 7, 1994 and October 6, 1995 holidays.

When a holiday defined in Section (73) occurs in a week of a plant's scheduled vacation shutdown, holiday pay for eligible **employees** will not be paid. Each employee **will** be canvassed and a mutually satisfactory alternative date **will** be determined for **each** employee to take time off with pay. **Arrangements** will be made to pay eligible **employees** the holiday pay to 'which they **are** **entitled** at that time.

In the event that a province or subdivision thereof either by law or declaration having the force of law requires a plant closing in observance of a holiday: (i) which is not a **designated** holiday in this Section, such provincial or local holiday shall be observed by the affected plant in lieu of whichever one of the holidays designated **herein** the parties to 'the Agreement shall

select; or (ii) on a date other than the date specified herein for such holiday, the holiday shall be observed by the affected plant on the date the plant is required to close in lieu of the date specified herein.

#### **(74) Eligibility**

An employee will be paid for eight hours at the employee's regular straight time hourly rate inclusive of shift premium, but exclusive of overtime premium for the designated holidays provided the employee meets all of the following eligibility rules unless otherwise provided herein:

(a) — the employee has seniority as of the date of the holiday,

(b) — the employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

(c) — the employee must have worked the last scheduled working day prior to and the next scheduled working day ~~after~~ such holiday within the scheduled workweek. An employee excused by management from work on the last scheduled working day prior to ~~or~~ on the ~~next~~ scheduled ~~working~~ day after such holiday ~~within the~~ scheduled workweek, but not both, shall be deemed to have met the requirements of this Paragraph (c); except that in the case of holidays which fall in the holiday period starting December 23 through the following January 1 the employee must have worked the last scheduled working day prior to, and the next scheduled working day after, such holiday period, regardless of the workweek in which the scheduled working days fall.

(d) — Employees will be called in to work only in emergencies on the following days which are not paid holidays under this Agreement:

Saturday, December 25, 1993  
Sunday, December 26, 1993  
Saturday, January 1, 1994  
Sunday, January 2, 1994  
Saturday, December 24, 1994  
Sunday, December 25, 1994  
Saturday, December 31, 1994  
Sunday, January 1, 1995  
Saturday, December 23, 1995  
Sunday, December 24, 1995  
Saturday, December 30, 1995  
Sunday, December 31, 1995

**Employees** shall not be disqualified for holiday pay, if otherwise eligible for such pay, if they decline a work assignment on one or more of the above days.

The foregoing provisions shall not apply to **employees** assigned to (1) seven-day operations; (2) third shift Sunday night start operations; and (3) a shift which starts on Friday and continues into Saturday.

**(75) Employees Laid Off or Going on Sick Leave**

Seniority employees who have been laid off in a reduction of force or who have gone on sick leave during the workweek prior to or during the week in which the holiday falls, shall receive pay for such holiday, except that an employee on sick leave and in receipt of Workers' Compensation benefits for such holiday shall not qualify for the holiday.

**(76) Employees Returning From Layoff or Leave of Absence**

When an eligible employee is on layoff or on approved leave of absence and returns to work following the holiday but



during the **week** in which the holiday **fell**, the employee shall be eligible for pay for **that** holiday.

### **(77) Holidays Falling on Saturday or Sunday**

(a) — When a holiday falls on Saturday or Sunday, eligible **employees** shall receive holiday pay provided they qualify under Subsection (c) of Section (74).

(b) — When any of the holidays designated in Section (73) falls **on Sunday and the day following is observed as a holiday** by the Provincial or the **Federal** Government, such day shall be paid **as** the holiday.

### **(78) Employees on Leave of Absence for Jury Duty or Vacation**

When any of the holidays designated in Section (73) falls within an approved leave of absence for vacation under the established vacation plan and the employee's **absence** from work is attributable to such absence, the employee shall receive pay for such holiday.

When any of the holidays designated in Section (73) falls within the employee's approved leave of absence for jury duty and the **employee's** absence from work that day is attributable to **the employee's** serving on jury duty, the **employee** shall receive **pay** for such holiday and retain the daily jury duty fee paid the employee by **the** court in which the employee serves.

### **(79) Holiday Pay - Christmas Holiday Period**

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 said 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 said 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 the **employee's** availability for work and, provided further, that the **employee presents** satisfactory **medical evidence of the employee's** 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 employee's 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.

#### **(80) Holiday Pay — Temporary Layoff**

A seniority employee who is **temporarily** or indefinitely laid off during the fourth work **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 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 **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.

### **(81) P.A.A. and Holiday Pay Eligibility**

An employee who **requests** and is granted Paid Absence Allowance for the balance of a week in which a regular paid holiday falls will be deemed to meet the requirements of Section (74) of the Agreement. This will apply only where the employee has sufficient Paid Absence Allowance available to blank out the entire week except for the holiday.

In the circumstance where an employee **does** not have sufficient P.A.A. to blank out the week of the holiday the employee will be deemed to satisfy the **requirements** of this Section if the **employee** is **granted** a minimum of twenty-four (24) hours P.A.A. which together with excused absence does enable the employee to blank out the week of the holiday.

### **(82) Return to Work on Friday Holiday**

Under the normal holiday pay and sickness and accident benefit rules **an** employee on sick leave who is **cleared** on Thursday by the employee's doctor and the Company medical officer as able to return to work on a Friday holiday may not qualify for either holiday pay or sickness and accident benefits. Such an employee will be deemed to qualify for holiday pay if otherwise eligible.

### **(83) Holiday Pay While Attending CAW Leadership Training Program**

When a 'designated **holiday** as provided in Section (73) occurs during an approved leave of **absence** for attendance in the CAW Leadership Training Program, the employee **will** qualify for holiday pay.

### (84) Seven-Day Operations

Employees working on operations which are normally classified as seven-day **operations** shall receive holiday pay in the event the holiday falls on one of their regularly scheduled days off and they **meet** the other eligibility requirements of this procedure for paid holiday time; provided, however, that if such **employees** work on a holiday which falls on their scheduled day of work when such employees are scheduled to work on a holiday and do **work**, they shall not receive holiday pay under this **procedure** but shall be paid for time worked in accordance with **Section (65)**.

### (85) Failure to Report for Holiday Work

An employee who may be requested to work on a holiday and who accepts such holiday work assignment and then fails to report for and perform such work, without reasonable cause, shall not receive holiday pay.

## PAYMENT IN LIEU OF VACATION AND PAID ABSENCE ALLOWANCE

### (86) Payment Schedules

(a) — On June 30 of each year the Corporation will establish basic payment in lieu of vacation with pay and provide a paid absence allowance to eligible hourly employees who have worked for at least 26 pay periods in the vacation **eligibility** year (the **year** including the pay period in which May 31 occurs and the **preceding 51** pay periods) as follows:

Basic: Payment Seniority on June 30 of the Vacation Eligibility Year	Paid in Lieu of Vacation With Pay	Absence Allow- ance
1 but less than 2 years	40 hours	36 hours
2 but less than 3 years	40 hours	44 hours
3 but less than 5 years	60 hours	52 hours

5 but less than 10 years 80 hours 05-03-4 52 hours  
 10 but less than 15 years 100 hours 10-04-1 52 hours  
 15 but less than 20 years 120 hours 15-04-4 52 hours  
 20 years or more 160 hours 20-05-4 52 hours

The **number** of hours of the basic payment in lieu of vacation with pay and paid absence allowance to which an eligible employee shall be entitled shall be based on the employee's seniority on June 30 of the vacation eligibility year and the number of pay periods during which the employee worked during the eligibility year.

(b) — An eligible employee shall be entitled to a percentage of the above basic payment in lieu of vacation with pay and of the above paid absence allowance as follows:

Pay Periods Worked in the Vacation Eligibility Year	Percentage of Payment
26 or more	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

(c) — A seniority employee with less than one (1) year of seniority on June 30 of the vacation eligibility year who has worked for at least 26 pay periods in the vacation eligibility year will be eligible for a forty (40) hour basic payment in Lieu of

vacation with pay.

A seniority employee who has worked at least **13** but less than **26** pay periods shall be entitled to a basic payment in lieu of vacation with pay according to the following table:

Pay Periods Worked in the Vacation Eligibility Year	Percentage of Payment
26	100%
25	96%
24	92%
23	88%
22	84%
21	80%
20	76%
19	73%
18	69%
17	65%
16	61%
15	57%
14	53%
13	50%

(d) — 1. The above basic payments in lieu of vacation with pay shall be computed at the employee's straight time hourly rate effective the beginning of the **first** pay period beginning on or **after** June 1 (or if off the active hourly **payroll**, at the rate for the **last** day worked) of each year during the term of this Agreement exclusive of overtime premium, but including shift and **seven**-day operations premiums plus the then current Cost-of-Living Allowance.

2. Employees who are otherwise eligible will receive shift **premium** for payment in lieu of vacation hours based on the **proportion** of the total time worked to that which is worked on the second and third shift during the vacation eligibility year.

3. Basic payment in lieu of vacation with pay **entitlement** shall be paid to eligible employees in June of each year, provided, however, that an employee may elect to be paid all or part of the employee's basic payment in lieu of vacation with pay at the time the employee takes vacation leave of **absence**, computed as set forth above, by indicating this election on the employee's vacation **request** form.

4. Payments from an employee's Paid Absence Allowance because of absence or because of termination of the employee's employment by death, retirement or otherwise, shall be computed at the employee's straight time hourly rate on the employee's last day **worked** exclusive of overtime premium, but including shift and seven-day operations premiums and the amount of any **cost-of-living allowance** then **in** effect.

5. Payment of the unused portion of the Paid Absence Allowance shall be computed in the same manner and at the **same** <sup>55</sup> time as the employee's basic payment in lieu of vacation with pay <sub>6</sub> for the next **vacation** year.

(c) — 1. 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 as **payment** for a vacation **leave of absence**. 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** the Management from considering such absence as the basis, in whole or in part, for disciplinary action.

2. Any portion of an employee's **Paid** Absence Allowance that the **employee** does not use in the form of paid **absences** during the vacation payment year (the pay period following the pay period in which **May 31** occurs and the **next 51** pay periods) will be paid to the employee (computed **pursuant** to **Subsection (d)**, at the time the Corporation makes its payment in **lieu** of vacation with pay in the following payment **year**. An employee permanently **separated** or promoted to a salaried classification

shall **receive** any remaining unused Paid **Absence** Allowance within thirty **(30)** days **after** the Corporation receives notification of the employee's separation or promotion.

(f) — An employee: disabled from work by **compensable** injury or legal occupational disease shall accrue credit toward pay periods worked for pay periods the employee would otherwise have **been scheduled** to work during the period of compensable disability provided such employee works at **least** one pay period in the eligibility year.

(g) — An employee who receives pay for one or more of **the** designated holidays which fall in work weeks commencing **December 27, 1993**, or December **26, 1994** or December **25, 1995**, shall receive credit for a pay period worked for purpose of computation of entitlement under Section **(86)**, Payment Schedules.

(h) — Employees who submit a written request for payment of deferred Paid Absence Allowance at least one week in advance of the requested payment date will receive payment of the full amount of the employee's remaining Paid Absence Allowance.

### **(87) Eligibility**

(a) — An employee will be considered eligible for payments under Section **(86)** if the employee has worked for the Corporation for at least **13** pay periods in the vacation eligibility year and:

1. is on the active hourly payroll on June **30** of the vacation eligibility year. If the (employee has been promoted to a salaried classification subsequent to June **30** of the vacation eligibility year but prior to the established date for **distribution** of basic payment in lieu of **vacation** cheques, the employee may be granted a vacation under the appropriate salaried vacation plan rather than the hourly basic payment in lieu of vacation with pay; or

2. is not on the active hourly payroll on June **30** of the vacation eligibility year because of sickness or **injury**, layoff, or leave of **absence**.



(b) — A salaried employee **transferred** to an hourly job or laid off from a salaried Position and reinstated to an hourly job, who is otherwise eligible, shall receive payments under **Section (86)** based on the employee's Corporation service and the total number of **pay** periods worked in the vacation eligibility **year**, less any payment previously received for a salaried vacation earned **in** the current and/or preceding calendar **year**.

(c) — 1. **Employees** who prior to June **30** of the vacation eligibility year have died or have retired under the Pension Plan or were automatically retired at age sixty-five (**65**), or their estates, or estates of **deceased** retired employees shall receive basic payments under Section (**86**) that **the** employees were otherwise eligible to receive, computed as set forth **in** Subsection (**c**) 2. below; provided, however, that an employee who retires or **is** retired under the provisions of the Pension Plan and who, but for retirement, would have at least one year's seniority as of June **30** of the vacation **eligibility** year but who **has** not worked in at least thirteen (**13**) pay **periods** in the vacation eligibility year shall receive for each of the pay periods the employee worked 'during such **year one twenty-sixth (1/26)** of the **maximum** basic payments to which the employee's seniority as of June **30** of the vacation eligibility year would otherwise have entitled the employee under Section (**86**), computed as set forth below.

2. The basic payments set forth **in** Subsection (**c**) 1. above shall be computed **at** the employee's **straight** time hourly rate exclusive of overtime premium but including **shift** and seven-day operations premium and the: amount of **cost-of-living allowance** in effect on the last day worked.

#### **(88) Scheduled Paid Absence (SPA)**

(a) - On June **30** of **each** year, employees having at least one (**1**) year of seniority and having worked during at least twenty-six (**26**) pay periods in the vacation eligibility year (the year including the pay period in which May **31** occurs and the **preceding 51** pay periods) will become **eligible** for **forty (40)** hours of Scheduled Paid Absence (SPA) to **be scheduled in** the subsequent calendar year, The payment **will include** any applicable **shift** premium.

(b) - SPA weeks will be scheduled by random computer program, excluding the months of July and August, the Christmas Holiday Period provided in Section (73) and any partial work week contiguous with the designated Christmas Holiday period. The SPA years shall be by calendar year for 1994, 1995 and 1996.

(c) - In the event a designated holiday falls within an employee's SPA week, the employee will observe such holiday on the first scheduled work day of the following work week. The Corporation reserves the right to utilize TPT employees, as replacements for employees affected by this pursuant to the terms of the TPT agreement.

(cl) - Employees will not be eligible for overtime during the work week as defined in Section (70) of the P&M Agreement in which their SPA is scheduled.

(e) - If an employee is laid off either temporary or indefinite when the employee's SPA week occurs, the employee's hours will revert to PAA. Scheduling and payment will be in accordance with the provisions of Section (86) of the P&M Agreement.

(f) - An employee receiving Workers' Compensation and/or S&A benefits during a SPA week shall be disqualified from SPA entitlement, consistent with the principles contained in Section (75) of the P&M Agreement.

(g) - There shall be no trading or switching of SPA designated weeks.

### **(89) Union Bulletin Boards**

#### **(a) — Placing of Bulletin Boards**

A bulletin board shall be placed in each district by the Corporation which may be used by the Union for posting notices of the following types:

#### **(1) — Notices of recreational and social events.**

- (2) — Notices of elections.
- (3) — Notices of results of elections.
- (4) — Notices of **meetings**.
- (5) — Notices of General Health and Safety matters that are educational or informational, provided such notices have prior approval for posting by the Union **Member** of the Local Joint Health and Safety Committee.

**(b) — Limit on Use of Bulletin Board**

The bulletin board **shall** not be used by the Union for disseminating propaganda. of any kind whatsoever; and among other things shall not be **used** by the Union for posting or distributing pamphlets or political matter of any kind whatsoever, or for advertising.

**S.U.B.P., INCOME MAINTENANCE/  
VOLUNTARY TERMINATION, INSURAN - 74  
RELOCATION ALLOWANCE, LEGAL SERVICES PAH  
AND HEALTH CARE**

**(90)** 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 F. **Legal** Services Plan
- Exhibit G. The Health Care Program

**WAGES** <sup>51</sup>/<sub>1</sub>

**(91) Cost-of-Living Allowance**

All employees covered by this Agreement shall be subject to the following cost-of-living allowance formula **determining** the cost-of-living allowance as set forth below:

(a) — Effective with the adjustment scheduled for **December 6, 1993**, the cost-of-living allowance will be **determined in** accordance with changes in the Consumer Price Index published by Statistics Canada (1986 = 100).

(b) — **Effective December 6, 1993** and thereafter during the period of **this** Agreement, adjustments in the cost-of-living allowance shall be made on the following **dates** and in each case, shall be based on the **following** Consumer Price Indexes:

Effective at Beginning of First Pay Period Commencing on or After:	Based on <b>Three-Month</b> Average of the Consumer Price Indexes for:
Dec. 1, 1993	Aug., Sept., Oct., 1993
Mar. 1, 1994	Nov., Dec., 1993, Jan., 1994
June 1, 1994	Feb., Mar., Apr., 1994
Sept. 1, 1994	May, June, July, 1994
Dec. 1, 1994	Aug., Sept., Oct., 1994
Mar. 1, 1995	Nov., Dec. 1994, Jan., 1995
June 1, 1995	Feb., Mar., Apr., 1995
Sept. 1, 1995	May, June, July, 1995
Dec. 1, 1995	Aug., Sept., Oct., 1995
Mar. 1, 1996	Nov., Dec., 1995, Jan., 1996
June 1, 1996	Feb., Mar., Apr., 1996

In **determining** the three-month average of the Indexes for a specified 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 **129.9 (1986 = 100 Base)** provide the basis for a reduction in the wage scale by job classification.

(c) — 1. Effective the beginning of the pay period

commencing on or after receipt of notice of ratification but ~~after~~ the application of the wage increases ~~provided~~ in Section (92), one dollar and forty-five cents (**\$1.45**) shall be deducted from the one dollar and ~~fifty~~ cents (**\$1.50**) 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 the beginning of the pay period commencing on or after receipt of notice of ratification and ending December 5, 1993 shall be five cents (5¢) per hour.

3. Commencing December 5, 1993 the allowance shall be determined in accordance with the following table:-

Three-Month Average Consumer Price Index	Cost-of-Living Allowance
129.9 or less .....	None
130.0 .....	1¢ per hour
130.1 .....	2¢ per hour
130.2 .....	4¢ Per hour
130.3 .....	5¢ per hour
130.4 .....	6¢ Per hour
130.5 .....	8¢ per hour
130.6 .....	9¢ per hour
130.7 .....	10¢ per hour
130.8 .....	12¢ per hour
130.9 .....	13¢ per hour

And so forth with one cent (1¢) adjustment for each .073 change in the average Index.

(d) — The amount of any cost-of-living allowance in effect at the time shall be included in computing overtime premium, shift premium, holiday payments, call-in pay, vacation payments, paid absence **allowance payments**, jury duty pay and bereavement 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 indexes shall be effective at the beginning of the **first** pay period **after** receipt of the Index.

(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, as **applicable** 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 monthly Consumer Price Index referred to in Subsection (a) published by Statistics Canada calculated on the same basis as the Index for August, **1993**, 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.

(j) - In applying the provisions of Section (91) 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 described in Section (91), subsection (k). This letter will be prepared and sent to the Union after publication of the appropriate Consumer Price Indexes for **the third month used** for each adjustment period in accordance with Section (91), 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 Section (91), it may refer **the** matter to the Appeal Board.

(k) - The **Engineering** Method of Rounding **shall** apply to the determination of the **three-month** average of **this** Consumer Price Index:

(i) - 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**.

(ii) - 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**.

(iii) - 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**.

**(92) Wage Increases**

*S.O.A.*

(a) — Effective the beginning of the **pay** period commencing on or after receipt of notice of ratification each employee covered by this Agreement **shall** receive an increase in **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 I:

TABLE I

Straight Time Hourly Wage Rate	Wage Increase
Less than <b>\$18.25</b> .....	<b>36¢</b> per hour
<b>18.25</b> – <b>18.74</b> .....	<b>37¢</b> per hour
<b>18.75</b> – <b>19.24</b> .....	<b>38¢</b> per hour

19.25 -- 19.74 .....	39¢ per hour
19.75 -- 20.24 .....	40¢ per hour
20.25--20.74 .....	41¢ per hour
20.75--21.24 .....	42¢ per hour
21.25 -- 21.74 .....	43¢ per hour
21.75--22.24 .....	44¢ per hour
22.25 -- 22.74 .....	45¢ per hour
22.75 -- 23.24 .....	46¢ per hour

The increase in base rates provided for in this Subsection will be added to the full base hourly rate for each **classification**.

(b) — Effective the beginning of the pay period commencing on or **after** receipt of notice of ratification and after the application of the general wage increase provided in Section (a) above, a Special. **Increase** for Skilled Trades of ten cents (**10¢**) will be added to the full base hourly rate for each skilled trades classification.

(c) — Improvement Factor. The improvement factor provided herein **recognizes** the principle that a continuing improvement in the standard of living of employees depends upon technological **progress**, better tools, methods, processes and **equipment** and a cooperative **attitude** on the part of all parties in such progress. It further **recognizes** the principle that to produce 'more with the same amount of human effort is a sound economic and social objective. Accordingly, effective September **19, 1994** **each** employee covered by this Agreement shall receive an improvement factor increase **in** 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 II:



TABLE II

Straight Time Hourly Wage Rate	Wage Increase
Less than \$20.34 .....	30¢ per hour
20.34 -- 20.99 .....	31¢ per hour
21.00--21.66 .....	32¢ per hour
21.67 -- 22.33 .....	33¢ per hour
22.34 -- 22.99 .....	34¢ per hour
23.00 -- 23.66 .....	35¢ per hour
23.67 -- 24.33 .....	36¢ per hour
24.34 -- 24.99 .....	37¢ per hour
25.00 -- 25.66 .....	38¢ per hour

The increase in base rates provided for in this Subsection will be added to the full base hourly rate for each classification.

(d) — Effective September 19, 1994 and after the application of the improvement factor increase provided in Subsection. (c) above, a Special Increase for Skilled Trades of ten cents (10¢) will be added to the full base hourly rate for each skilled trades classification.

(e) - Improvement Factor. Effective September 18, 1995, each employee covered by this Agreement shall receive an improvement factor increase in straight time hourly wage rate (exclusive of cost-of-living allowance, shift premium, seven-day operations premium, and any other premiums), in accordance with the following Table III:

Table III

Straight Time Hourly Wage Rate	Wage Increase
Less than \$20.50 .....	20¢ per hour
20.50 -- 21.49 .....	21¢ per hour
21.50 -- 22.49 .....	22¢ per hour
22.50 -- 23.49 .....	23¢ per hour
23.50 -- 24.49 .....	24¢ per hour
24.50 -- 25.49 .....	25¢ per hour
25.50 -- 26.49 .....	26¢ per hour

(f) - Effective **September 18, 1995** and after the application of the improvement factor increase provided in Subsection (e) above, a **Special Increase** for Skilled Trades of ten tenths (10¢) will be added to the full base hourly rate for each skilled trades classification.

**(93) Rates During Agreement**

During the term of this Agreement, the base hourly rate for each classification covered by this Agreement will be as described in the Corporation rate classification book referred to in Section (94) below.

**(94) Rate Book**

The Corporation will furnish to the National Union a copy of the rate classification book of the Corporation for classifications represented by the Union. The Corporation will also furnish to the National Union for distribution to the Local Unions applicable rate books for classifications at each plant where employees are covered by the terms of this Agreement. The rate classification books are to be treated in confidence and kept at the office of the National Union and the Local Unions.

### **(95) Rates for New Jobs**

(a) -- When a new job is placed in production and cannot be properly placed in an existing classification, the Corporation will set up a new classification and a rate of pay for that job. A written notice of the classification, rate of pay, and effective date of the classification and rate of pay will be given to the National Union.

(b) -- If the National Union disagrees with the new classification or the rate of pay, the National Union may notify the Corporation, and the National Union and the Corporation shall thereafter negotiate the protested classifications or rate of pay. If a rate of pay is negotiated that **is** higher than the rate established by the Corporation, the **negotiated** rate shall be applied retroactively not more than **30** days from the date of **settlement**.

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(c) — If the National Union does not notify the Corporation, as provided in Subsection (b), the classification and rate of pay shall be deemed to be **satisfactory** to the National Union and there shall be no **appeal thereafter**.

### **(96) Wage Progression**

(a) -- (1) A new employee hired on or after the effective date of this Agreement shall be hired at a rate equal to **eighty-five percent (85%)** of the full base rate of the job classification.

(2) At the expiration of two hundred and seventy (**270**) days of employment, such employee shall receive an increase to **ninety-two and one-half percent (92.5%)** of the full base rate of the job classification.

(3) 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 reemployment 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 period of previous employment. Upon such reemployment, 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) -- 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-skied trades classification whose seniority was broken pursuant to Section (41)(a)5 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.

(e) - Employees disabled by sickness or injury covered by **the Workers'** Compensation Act shall accrue credit towards weeks of employment **worked** for the purpose of determining their

entitlement to the next wage progression rate.

(f) -The foregoing Subsections (96)(a), (96)(b), (96)(c) and (96)(d) shall not apply to skilled trades classifications.

### **(97) Pay Cheque Distribution**

(a) -The Corporation **agrees** to furnish **each** local Union on a **monthly** basis a list of employees who have **paycheques** at the Hourly Payroll Department which are unclaimed.

(b) - It is the intent of Management to continue to retain the **paycheques** of those employees who are absent on **their** regular pay day until Wednesday morning of the **following** week. In the event **present payroll procedures** are **changed**, Management shall retain the paycheques of **such** employees until **Monday** noon of the following week.

(c) - The Company will arrange for an adjustment which will be paid the same day where the: shortage **equals** the equivalent of eight **(8)** hours or more pay. A pay shortage of **7.9** hours which occurs solely because an employee **failed** to ring will be included in this procedure. Separate **pay** rates for skilled and non-skilled **employees** will be **used** in determining the adjustment. In the case of those paid **Thursday** afternoon, the adjustment **payment** will be made available on Friday.

(d) - An **employee** who **has** been granted **P.A.A.** or **A.P.** on **Friday**, may **submit** a request, in advance, to receive said paycheque early and Management will **obtain** the employee's paycheque on Thursday morning of **the particular** week involved. This procedure shall **also** apply to midnight **shift** employees who submit a request in advance of Thursday morning.

(e) - During **recent negotiations** the Company agreed to continue the Thursday **distribution** of paycheques to day **shift** employees. All **paycheques** will be dated **Thursday**. Management will continue to evaluate the impact of the change on

operations, including Friday clay shift tardiness and absenteeism. In the event of an adverse impact on operations, such as an increase in Friday day **shift** tardiness or absenteeism, the program may be discontinued by the Corporation at any time **after** giving the Local and National Union advance notice. The Company and Union have agreed that to facilitate this accelerated processing of paycheques, procedures will be modified to accommodate pay closings on Saturday rather than Sunday midnight.

(f) - During **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 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.

## CONCLUSION

### **(98) Withdrawal of Demands and Separability of Provisions**

#### (a) -- **Withdrawal** of Demands

This agreement replaces all previous agreements between the parties.

Prior to and during the negotiation of this agreement, each party **made** certain proposals to the other. **Each** party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this agreement, in whole or in part, The withdrawal of those proposals, in whole or in part, is as much a consideration for this agreement as is the incorporation therein of matters agreed on. It is the intention of the parties that this agreement during its **term** shall. cover all arrangements between the parties concerning wages, hours, and

conditions of employment that are to be in effect during the term and that nothing shall be added to the agreement or subtracted from it by amendment, supplemental agreement or otherwise.

(b) -- Separability of **Provisions**

1. In the event that any of the provisions of this Agreement **are or** become invalid or unenforceable, theremaining, unaffected provisions shall remain in full force and **effect**.

2. Should the parties hereafter agree that applicable law **makes, or** probably makes, any of the provisions of this Agreement or of any of its supplements, memoranda of understanding or **letters** relating thereto invalid or unenforceable, the **parties** may agree on a replacement for the affected **provision(s)**. Such **replacement provision(s)** shall become effective immediately upon agreement, and remain in **effect** for the duration of the Agreement, without the need for further ratification by the Union membership.

**(99) Termination and Modification**

This Agreement shall continue in full force and **effect** until 11:59 p.m. September 14, 1996, or until the end of the last regularly scheduled shift **beginning prior to 11:59 p.m. September 14, 1996**, whichever is later.

(a) -- If either party **desires** to modify, amend or terminate this Agreement, it shall, sixty **(60)** days prior to September 14, 1996, give **written** notice of its intention as provided in **Section (100)**. Notice to **modify** or amend shall set forth the nature of the **changes desired**. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this **Agreement**. The giving by either party of such a notice to modify, **amend** or terminate shall terminate this Agreement at 11:59 p.m. September 14, 1996.

(b) -- if neither **party** gives a notice to modify, amend or

terminate as provided in Subsection (a), or if each party giving a notice to modify, amend or terminate withdraws such notice prior to 11:59 p.m. September 14, 1996, this Agreement shall continue in effect from year to year thereafter subject to sixty (60) days' written notice by either party to modify, amend or terminate this Agreement as provided herein prior to September 14, of any subsequent year.

**(100) Notice**

Notice shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), 205 Placer Court, North York-Willowdale, Ontario M2H 3H9 or to such other address as National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada) shall furnish to the Corporation, in writing, and if to the Corporation, addressed to Chrysler Canada Ltd., 2859 Tecumseh Road East, Windsor, Ontario, N9A 4H6, attention, Secretary, or to such other address as Chrysler Canada Ltd. shall furnish to National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), in writing.



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

**CHRYSLER  
CANADA LTD.**

**NATIONAL**

Buzz Hargrove  
Jim O'Neil  
Sam Gindin  
Hemi Mitic  
Peggy Nash  
Ron Pellerin  
Sym Gill  
Cathy Walker  
John Bettes  
Ted Squire

D. W. Kempken  
C. A. Cooper  
J. I. Dunn  
J. A. Graham  
P. D. MacKenzie  
C. Brady  
R. A. Miller  
J. E. Thomas  
P. J. Bezaire  
T. J. Desjardins  
D. R. Goulin  
M. K. Harwood  
R. D. Chesnik  
R. Hunter  
R. J. Pecnik  
R. A. Perryman  
R. M. Robbins  
R. A. Beresford  
P. K. Carswell  
R. P. Cian  
G. P. Russette  
R. C. Thrasher  
R. S. Canniff  
G. A. Pruy  
A. Vido

**LOCAL 444, CAW**

Larry Bauer  
Ken Lewenza  
Dave Wilson  
Rick Reaume  
Gary Parent  
Ron Gniposky  
Rick Schneider  
Mickey Rankin  
Roger Taylor  
Mike Raymond

**LOCAL 1090, CAW**

John Gatens  
Paul Kaus

**LOCAL 1285, CAW**

Vince Bailey  
S. Glendenning  
D. Hryhorchuk  
J. Usher

**LOCAL 1459, CAW**

M. Holjevac  
M. McCue

## STATEMENT OF POLICY NO. '1 ABLE: TO SATISFACTORILY PERFORM

The purpose of this phrase is tied in **with** seniority to assure the Corporation of a satisfactory performance just **as** seniority is **designed** to give an employee **an** equitable degree of security. The Corporation **does** feel that a reasonable **application** of this **phrase** throughout the Collective Bargaining Agreement would involve careful consideration of the following basic principles:

1. The complexity and nature of the job.
2. The experience of the employee on the type of work involved.
3. The amount of instruction and/or break-in required.
4. The length of time that the employee would be working at the job involved.

In applying these principles generally, this would mean that the **shorter** the period of time an employee would be assigned to a particular job (e.g., overtime, short-term layoff) the less time the **Corporation** could be expected to spend on instruction or break-in even to the extent that present ability could be a **requirement**. Likewise, the longer period of time (in indefinite layoff or job opportunity situations) the longer time the Corporation could be expected to spend, up **to** reasonable limits, on instruction and/or break-in. Members of supervision in making such decisions should give thorough consideration to the ability of the employees.

It would mean that **as** jobs increase in complexity, **etc.**, the greater the experience on the type of work involved would be required in order to be able to satisfactorily perform.

In its application, particularly in **indefinite** layoff and job opportunity situations, it would be advantageous to the employee **and** the Corporation and it would help to eliminate problems if employees would place on record with the Corporation by supplemental **application** for employment, qualifications which they did not make known at the time of hire or which they have

since **acquired** so that the Corporation would be in at least as good a position to qualify applicants in these situations as it is in assessing the qualification of new hires.

## **SUPPLEMENTAL AGREEMENT**

### **Special Provisions Pertaining to Skilled Trades Employees**

(1) The following Special Provisions Pertaining to **Skilled Trades Employees** (hereinafter referred to as the ``**Skilled Trades Agreement**'') supplement the provisions of **the Production and Maintenance Agreement** applicable to skilled **trades** employees.

#### **(2) Definitions**

As used in this Agreement:

(a) — The term "Journeyman/woman" means an employee in a skilled trades classification who has acquired the right to exercise seniority in one or more of such classifications, as hereinafter provided.

(b) -The term "Temporary Employee" means an employee who has not acquired the right to exercise seniority in any of the **skilled** trades classifications.

(c) — The term "**Apprenticeable Skilled Trades Classification**" means a classification in a trade which is apprenticed in one or more Chrysler plants covered by the Agreement.

(d) - The term "Apprentice" means an employee duly **registered** and entered in a **recognized** training program for a **skilled** trade in one or more Chrysler plants covered by the Agreement.

#### **(3) Journeyman/woman**

Upon completion of the Chrysler Apprentice Training

**Course**, an apprentice shall immediately become a journeyman/woman and shall be given a seniority date as set forth in Section (12) Seniority, of the Supplemental Agreement -- Special Provisions **Pertaining** to Apprenticeship and Apprentice Standards.

#### **(4) New Hires Skilled Trades Classifications**

(a) — The qualifications of an employee hired to work in the skilled **trades** classifications shall be carefully ascertained at the time of hiring. The employee's experience must be in work of the kind performed at Chrysler in the employee's classification and the employee must be fully qualified to do the work of one or more of these classifications.

(b) — As a new hire an employee must prove (i) the employee has worked in the trade at least eight **(8)** years, or (ii) **has satisfactorily** completed a **bonafide** apprentice training; course with similar standards to the Chrysler Apprentice Training Program.

(c) — It is understood that for the purpose of qualifying for journeyman/woman status, an employee may present as evidence a journeyman/woman card properly issued to said employee by the International Union, UAW, or the National Union, **CAW**.

(d) — An employee hired to work in the skilled trades classifications who (1) has satisfactorily completed the Chrysler Apprentice Training Course or **an** apprentice course of hours and related training comparable to Chrysler's course, or (2) has **accumulated** eight **(8)** years' experience in the classification in which the employee is hired, shall, upon completion of the probationary period, be entered on the seniority list as a journeyman/woman. It is incumbent **on** the employee to present these claims and proofs of qualification for journeyman/woman status at the time the employee is hired.

(e) — The Union and the Corporation will review the prior experience and qualifications of an **employee hired**, transferred or promoted into the **skilled trades classifications** prior to hire, transfer or promotion. A list of new hires will be supplied weekly to the Skilled **Trades** Chairperson in Windsor, or the Skilled Trades Committeeperson in Ajax , **Bramalea** or **Etobicoke**, as the case **may** be.

### **(5) List of Skilled Trades Classifications**

Class. No. Classification

5257	Trimmer -- <b>Experimental</b>
5350	<b>Inspector</b> -- Layout & Sample <b>Check</b>
5365	Layout — Metal & Wood
5380	Tool Maker — Tool & Gauge <b>Inspection</b>
5426	Leader — Skilled @ .60 Over Class Led
5520	Grinder — Cutter
5530	Grinder — Tool Room
5556	Machine <b>Oper.</b> -- Tool, Die & Maintenance
5617	Carpenter
5629	Electrician
5638	Machine Repair
5645	Mechanic — Engineering -- <b>Experimental</b>
5658	Millwright
5668	Painter & Glazier — Maintenance
5677	Painter — Transportation Equipment
5680	Pipetitter -- Plumber
5715	Repairer — Furnace
5719	Mechanic -- Gas & Electric Jitney
5735	Recording — Instrument <b>Maint. &amp; Repair</b>
5739	Repairer — Sewing Machine
5754	Repairer — Trailer
5759	Mechanic -- Truck Tractor
5777	Sheet; Metal <b>Worker</b>
5905	Boiler Operator
5927	Engineer -- <b>Steam</b>
5942	Sewage Disposal Plant Operator
6120	Die Maker — Die Cast
6165	Tool Maker

6175 Tool **Maker** — Jig & Fixture Builder  
 6242 Welder — High Pressure  
 6250 Welder — Maintenance  
 6270 Welder — Tool & Die  
 7610 **Millwright**  
 7620 Motor Mechanic  
 7630 **Welder**  
 7640 Tool & Machine Technician  
 7650 Compressor Operator - Stationary **Engineer**  
 7660 **Electrician**

For the purpose of this Section, Leader classifications shall be regarded as being the same as the classification led.

The Corporation and the National Union may from time to time, agree to amend, delete, add to, or otherwise modify the foregoing List of **Classifications**.

**(6) Lay-Off — Recall**

*27*  
*2, 10*

Where there is a decrease or increase in the skilled trades the applicable procedure set out below shall be followed.

(a) — In the event of a seasonal layoff for model change, skilled trades employees shall be laid off, retained or recalled to work on the basis of their seniority in their classification within the department **or** on the basis of their seniority in their trade group within the department as the case may be, provided, **however**, they are **able** to satisfactorily perform the work to be done. During such layoff, classification or trade group seniority within the department shall continue to be the basis upon which employees are laid off, **retained or** recalled until such time as the layoff has been converted to a plantwide basis. At such time and thereafter skilled trades employees shall be **retained** in or recalled to the plant in accordance with their seniority in their classification or trade group within the plant, provided, however, they are able to satisfactorily perform the work to be done.

(b) — Temporary Adjustment

In the case of temporary adjustments due to **material short-**

ages, machinery breakdowns, power **failure**, fire, flood or similar causes, **or** due to temporary reduction of **production** in some departments only, layoffs shall take place as follows: for the first two **days** including the day of the layoff; the Corporation may reduce the shift within the: department according to the seniority of the employees within their classification or trade group on that shift, provided the employees to be retained are able to satisfactorily perform the **work** to be done, or if the Corporation so elects, for the balance of the **shift** and one day the Corporation may retain the employees on the shift who normally perform the work to be done (**the** senior employee being given preference in cases where more than one normal operator **performs** the work). **Thereafter** the reduction in the working force for each department so affected shall be adjusted and proceed according to the **relative seniority** of the employees in the department within their classification or trade group provided that the employees to be retained are able and willing to satisfactorily perform the work to be done. **Recall** to work following such a layoff shall be by department **seniority within** their classification or trade group provided the employee is able to **satisfactorily** perform the work to be done. The Corporation shall convert such layoff and **recall** from a departmental basis to a plant-wide seniority basis within fourteen (**14**) calendar days: (unless otherwise **mutually** agreed) so that employees are thereafter, retained in or recalled to the plant in accordance **with** their classification or trade group seniority within the plant, provided however, **they** are able to satisfactorily **perform** the work to be done.

(c) — Temporary Layoffs

When there is a temporary layoff that is a reduction in force for a **definite** period of **time** which is not a temporary adjustment or seasonal layoff for model **change**, employees within **their** classification or trade group within the department will be laid off as follows:

1. **Probationary** employees **will** be laid off.

2. Employees with less than one year of seniority within their classification or trade group will be laid off according to **seniority**.

3. Employees with one year or more of seniority within **their classification** or trade group 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. The arrangement described above must result in maintaining an experienced, qualified work force capable of assuring **the** uninterrupted and efficient operation of the plant.

4. If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subsection (c) 3 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 original scheduled date will displace the junior **employee** within their classification or **trade** group in the department.

5. (i) If it becomes necessary to recall employees laid off under **Subsection (c) 3** above prior to the date originally planned, they will be recalled in the ascending order of their **seniority** within their classification or trade group with the **most junior** such **employee** in **each** department being recalled **first**.

(ii) If, after employees are temporarily laid off under **Subsection (c) 3**, 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 (d) below.



6. If the: duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. In a temporary layoff of such expected duration, the Local Union may request the Management to waive the **Temporary** Layoff provisions set forth in this Section (c) and Management will reduce the working force according to the layoff provisions as set forth in Section (d) below. Such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

7. The inverse seniority provisions as set forth in Section (6) (c) Temporary Layoffs, shall apply to **employees** on **skilled** trades classifications. For **purposes** of clarification, classification shall be deemed to **mean** skilled trades **classification**.

8. It is understood that past practices with respect to Section 6 (a), (b) and (c) of the above provisions shall remain unchanged at the **Etobicoke** Casting Plant.

(d) — Plant Layoff or Departmental Reduction due to Permanent Discontinuance of Operations, etc. and Recall,

In the event of a layoff or a departmental reduction due to the permanent discontinuance of a specific operation or department or due to an **indefinite** reduction in production or work to be performed, skilled trades employees shall be retained or recalled to work: on the basis of their seniority in their classification within **the** plant or on the **basis** of their seniority in the **trade** group within the plant as the case may be, provided, however, they are able to **satisfactorily** perform the work to be done.

## **(7) List of Apprenticeable Classifications**

Appendix I, which includes a list of the **current** approved Apprenticeable Skilled Trades and Schedules of **Work Processes** for certain of these classifications, has been agreed upon and signed by the parties hereto. The Corporation and the National Union, by agreement, may modify, add to or otherwise revise said Lists and Schedules.

## **(8) General**

### **(a) — Seniority Lists**

The seniority list of the department shall show opposite the name of each Journeyman/woman employee each classification in which the **employee** may exercise seniority in the department and, where **feasible**, in the plant.

### **(b) — Skilled Trades Seniority Groups and Work Practices**

It is understood that past practices with respect to **skilled** trades seniority groups in the Windsor Car Assembly Plant and **Grand Marais** Road Building shall remain unchanged.

In addition, skilled trades seniority groups and work practices shall remain unchanged at **all** other plants.

### **(c) — Work Opportunity on Non-Skilled Work**

A **Journeyman/woman** shall not exercise **seniority** in a non-skilled classification.

A laid-off Journeyman/woman may be hired as a new employee on an open job in a non-skilled classification. When recalled to employment in the skilled trades, the Journeyman/woman shall return and the seniority acquired as a non-ski&d employee shall terminate.

**(d) —** An employee in a Production classification may file in the Employment Department a single application for work in a skilled trades classification or trade group. To be considered, **the** application must be accompanied by proof that the **employee** is a journeyman/woman with experience in the work of the kind performed at Chrysler in the employee's classification. When a vacancy occurs in a skilled **trades** classification or trade group in a plant other than the employee's own, which is to be **filled** by a new hire, consideration **will** be given to such applications. The vacancy **created** in Production by the transfer of an **employee** pursuant to the provisions of this application procedure shall be

filled in accordance with the job posting paragraphs of the appropriate Plant Special Provisions. On the **written** request of the Union, but not more **often** than two **(2)** times in a calendar year, notices **will** be posted **in** the plant to advise qualified employees that they may submit such application in writing.

**(e)** -Seniority of a Qualified Journeyman/woman Entering a **skilled** Trades Classification

Consistent with the intent of the Agreement, a non-skilled trades employee covered by this agreement **who** is a qualified journeyman/woman, and who enters a **skilled** trades classification, **shall** have seniority as of the date of entry into such skilled trades classification. For the purpose of this paragraph "date of entry" means the date on which the notice of vacancy is posted **plant-wide**.

**(f)** — In the event 'that a qualified journeyman/woman having seniority in a production classification accepts work in a skilled trades classification or trade group and within ninety **(90)** **days** thereafter is laid off or disqualified by **reason** of inability to perform the work in said classification, the employee shall be returned to production with the seniority date the employee had immediately prior to transfer into the **skilled** trades classification or trade group.

**(g)** — Replacement of Tools

The **Company** shall, where reasonably practical, continue its past practice regarding the **replacement** of worn, stolen, broken and lost tools provided the employee's carelessness or abuse has not caused the problem;

The Company agrees to use its **best** endeavours to speed up the replacement of tools under this sub-section.

**(h)** — Testing of Welders

The Corporation will arrange testing of high-pressure welders consistent with governmental **regulation**.

(i) -- Foul Weather Gear

The Company agrees that it will make available where required foul weather gear for those employees required to perform their duties in winter or inclement weather.

(j) -- **Canadian Skilled** Trades Council Dues

The Corporation **will deduct** from the pay of an employee hired, rehired, reinstated or transferred to a skilled trades classification the sum of an amount equal to one-half (1/2) hours pay as dues for the **Canadian Skilled** Trades Council. Such deductions will be **made from** the same pay period as the deduction of the Union initiation fee, and thereafter, **on** an annual basis, from the second pay period in January. Further, from a list supplied by the Union, dues **will** be deducted from the pay of employees who were not deducted in January and be remitted to the appropriate Local Union together with a list of the employees **so** deducted in **conjunction** with regular membership **dues**.

The **Union** shall Indemnify and hold harmless the Corporation against any and **all** liability which may arise by **reason** of the check-off by the Corporation of the **Canadian Skilled Trades Council** dues in accordance with this Agreement.

(k) -- Apprentices

Matters pertaining to apprentices in training to become **journeymen/women** are contained in a Supplemental Agreement.

(l) -- Wage Rate Application

A journeyman/woman working in a skilled trades classification in which the journeyman/woman has acquired the right to exercise **seniority** shall receive the maximum rate of that classification.

(m) -- Painting of Floor Lines

**Skilled** Trades painters will, upon ratification of the Agreement, be assigned to paint floor lines as required.

(n) — Purchase of New Equipment

During the course of the 1990 negotiations the parties discussed the propriety of purchasing new equipment at the Corporation's plants. Management advised **that** when necessary, obsolete equipment will be replaced and new equipment **will** be purchased, both on a progressive basis.

(o) — In-Plant Training

In response to your inquiry, Chrysler Canada Ltd. conducts training in electronics, hydraulics, mathematics, etc., from time to time **in** plants where there is an apparent need to perform work for which the **employees'** past experience and training in their trades has been inadequate. Chrysler is cognizant of the continuing need for **such** training arising from the **introduction** of new tools, **equipment**, procedures and processes and plans to continue to conduct training to an increasing extent to meet such **needs**.

(p) — Training Bonus Temporary Layoff

Notwithstanding the provisions of Section (19), Related Training of the Supplemental Agreement Special Provisions Pertaining to Apprentices with respect to affected employees while on temporary layoff, it is agreed that effective October **29, 1979** a temporarily laid off apprentice, journeyman/woman or temporary employee **in** the skilled trades will be paid a training bonus in recognition of satisfactory completion of any related training courses required pursuant to **the Supplemental Agreement Special Provisions Pertaining to Skilled Trades Employees**, or such other courses that may be designated by the Corporation such as the Industrial Electronics Training Program, for each week the employee attends class while on temporary layoff as specified below.

An employee earns **the** training bonus by attending the specified training courses while on temporary layoff and

**satisfactorily** completing the applicable training courses in which **the** employee was enrolled at the time of **temporary** layoff.

The amount of each week's bonus is calculated by multiplying **the** employee's **straight-time** hourly rate on the last day worked exclusive of shift and overtime premiums but including **cost-of-living** allowance then in **effect** by:

(1) **The** number of hours, not to exceed four **(4)**, the **employee** attends class during a week for which an employee receives a Supplemental **Unemployment** Benefit; or

(2) The actual number of hours the employee attends class during a **week** for which an employee does not **receive** a Supplemental Unemployment **Benefit**.

The total training bonus will be an amount equal to the **sum** of the training bonus for each week the employee may earn it. It will **be** paid to the employee within a reasonable period of time after the employee has been recalled and reported back to work or within a reasonable **period** of time **after** the employee has satisfactorily completed **the applicable training** courses, whichever is later.

Section **(19)** of the **Supplemental** Agreement Special **Provisions** Pertaining to Apprentices will continue to be applied as in the past with respect to affected employees while on the active **roll**.

**(q) — Metric Tools**

During negotiations **of the** Collective Bargaining Agreement dated today, the parties discussed the **subject** of conversion to the metric system and its effect on certain employee owned tools.

During these discussions the Corporation indicated its intention to **make** available during the transition period necessary metric tools and calibrated measuring instruments to skilled trades

employees when required in the performance of their work. Such tools will be available in the tool cribs and charged out to skilled trades employees when they have need for **them**.

**This** Policy does not **preclude** the use of conversion tables or any other alternate means of changing to the metric system in place of **utilizing** such tools or calibrated measuring instruments, nor **does** it **alter** the present requirement that **skilled** trades employees provide their own tools **necessary** to perform their duties, except as provided in the second paragraph hereof.

(r) — Training New Technology, Methods or Processes

In addition to the **familiarization normally** provided when they are assigned different types of work, skilled trades **employees will** be provided the necessary **training** due to the introduction of new technology, methods or **processes**, as it affects their **classifications**.

(s) - Annual Fee for Special Licenses

The Company will **pay**, upon **satisfactory** proof, the annual fee: for special licenses required by the **Company** which are over and above the basic trade licenses required.

**(9) Skilled Trades Representatives**

(a) — On any shift in a plant where there are **fifteen (15)** or more employees **in** skilled trades classifications and there is no skilled trades **Steward**, the Local Union may designate in writing a **skilled** trades employee from among those working on that shift as the Skilled Trades Representative (as distinguished from a Steward) for such employees.

(b) — The function of the Skilled Trades Representative **shall be limited** to dealing with such matters as may arise on the Skilled Trades Representative's shift alleging violation of the Supplemental Agreement **Special** Provisions Pertaining to Skilled Trades Employees and letters relating thereto.

(c) — Except as provided in this section the Skilled Trades Representative shall not be treated as a Steward for any purpose under any Section of the Production and Maintenance Agreement.

### **(10) Temporary Employees in Skilled Trades Classifications**

(a) — The parties recognize that it is more desirable to secure journeymen/women by hiring and by training through established apprentice training programs, and while these sources are the preferred means of securing qualified journeymen/women, they do not at all times meet the needs of the Corporation. Until such time as the preferred sources meet the Corporation's needs, it will be necessary to transfer and promote employees into skilled trades classifications who do not, at the time of transfer or promotion, have the experience and qualifications of a journeyman/woman but have worked in an appropriate skilled trade.

(b) — Temporary employees shall be listed by classification in the order of their transfer or promotion into the department on a list of temporary skilled trades employees and shall be laid off, or returned to their regular departments, and returned or recalled to their skilled trades classification in the departments according to their position on the list of temporary employees. At such time as it is determined that a temporary employee is unable to perform satisfactorily the work required in the skilled trade classification, the temporary employee shall be so advised and the temporary employee's name shall be removed from the list of temporary employees. While in the status of a temporary employee, the employee shall retain and accumulate seniority in the employee's regular department. Temporary employees shall not be retained or recalled in line with their position on the list of temporary employees if they are unable to perform satisfactorily the work that is available.

(c) — A temporary employee in the skilled trades transferred or promoted after the effective date of this Agreement shall be paid in accordance with the following provisions. The



employee shall be paid a starting rate equal to nine percent (9%) less than the minimum rate of the classification and shall receive an increase equal to one and one half percent (1-1/2%) of the minimum rate of the classification on the completion of six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) months served in the classification. Upon the completion of thirty-six (36) months served in the classification, the employee shall be paid the minimum rate of the classification. These increases shall be effective the beginning of the first pay period following the completion of each of the specified six (6) month periods served in the classification. Temporary employees shall not receive a rate above the mid-point of the rate range of their classifications.

(c) — In the event the Company is unable to fill vacancies from either within the plant or by hiring, the matter may be reviewed with the Union.

(e) — During model change or major plant rearrangement, production employees may be temporarily assigned to assist skilled trades employees. Such production employees will not be listed as temporary employees in the skilled trades department and will not be credited with skilled trades seniority for any purpose. Rather, they shall retain and accumulate seniority in their production department. If such a production employee is later promoted or transferred to the same skilled trades classification which the production employee was temporarily assigned to assist the production employee shall receive credit for the time worked while so assigned for the purpose of acquiring the right to exercise seniority in that skilled trades classification.

### **(11) Outside Contractors**

(a) — It is the policy of the Corporation to fully utilize its own employees in maintenance skilled trades classifications in the performance of maintenance and construction work, as set forth in the Agreement.

In all cases, except where time and circumstances prevent it, the Corporation will notify the Union in writing prior to letting a contract for the performance of maintenance and construction work in order to afford the Union an opportunity to hold advance

discussion of the matter before the contract is let. In this discussion, the Corporation is expected to review its plans of prospects for letting a particular contract. The Union should be advised of the nature, **scope** and approximate dates of the work: to be performed and the reasons (equipment, employment level, etc.) why the Corporation is contemplating contracting out the work. At such times, the Corporation is expected to afford the Union an opportunity to comment on the Corporation's plans and to give weight to those comments in the light of all attendant circumstances.

**(b) — Discussion of Outside Contract**

When discussions are held, in accordance with the provisions of Section (11) (a) Supplemental **Agreement** Skilled Trades and Section (12) **Supplemental** Agreement Skilled Trades, the Supervisor of Plant Engineering may be accompanied by the Superintendent of Maintenance or other personnel familiar with the work involved.

**(c) — Notice of Outside Contract**

The following memo will be distributed to all Plant Engineering personnel **issuing** notices of outsidecontracting work:

“During our recent negotiations there were lengthy discussions **in** the quality and detail disclosed on the notice of outside contracting form.

To resolve the matter we agreed to advise the responsible **areas** in the Plants, of these complaints and suggest that more **definite** information be included so that the Union Representatives would be able to identify the work to be performed. The above would be beneficial to both parties as some meetings presently requested could be avoided because the additional information would meet the Union's needs.”

The Company will reissue the Letter contained in this Section (11)(c) within two **weeks of the** date of **ratification**.

**(d) — Service Contracts and Warranty Arrangements**

Advance written notification for **the** letting of **skilled trades** service contracts, and vendor warranty arrangements will be given to the **Union**.

The **parties will** meet periodically to discuss such service contracts and warranty arrangements.

**(c) — Use of Outside Contractors While Employees are on Layoff**

During recent negotiations the 'Union expressed concern **regarding** the use of contractors while Skilled Trades Employees are on **layoff**.

As indicated in those sections of the Production **Maintenance** Agreement dealing **with** the **subject** of outside contracting, the Corporation **will** endeavour to **maximize** work opportunities for its Skilled Trades Employees.

Discussions on contracting, prior to any layoff or contemplated layoffs, will give full consideration to maintaining future work in house.

## **(12) Maintenance Contracting**

This Section is intended to clarify the intent of Section **(11)** (a) of the Supplemental Agreement pertaining to Skilled Trades Employees.

(a) It is the policy of Chrysler Canada Ltd. to perform maintenance work with its own employees, provided it has the employees, 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 contractors. This Section is not to be regarded as impairing that right in any way.

**(b)** The Corporation hereby assures the Union that it has no

plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own skilled trades employees to perform maintenance work to the extent consistent with sound business practice, as in the past.

(c) The Corporation is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the Corporation. **Therefore**, in making these determinations, the Corporation intends always to keep the interests of Chrysler personnel in mind.

(d) In applying the provisions of **Section (11)** of the Supplemental Agreement Special Provisions Pertaining to **Skilled Trades Employees** it is our intention that, except where time and circumstances prevent it, any "advance discussion" held in accordance with those provisions take place before any **final** decision has been made as to whether the work should be contracted out.

(e) In those cases when the work to be performed is not started by the contractor within ninety (90) days following the approximate starting date given to the Union pursuant to **Section (11) (a)**, and the Union believes the circumstances in the plant have changed sufficiently to warrant review of the initial decision to let the contract, the Union, upon request, will be given an opportunity to comment on the changed circumstances. To the extent practicable, the Corporation will give weight to such comments.

It is important that the Corporation advise the Union of any or all of the factors mentioned in the above provisions which it will take into consideration in determining whether a particular contract should be let out or not. Such advice will be given in the course of the "advance discussion" so that the **Union** will be given a better opportunity to make its comments and the Corporation will also be given an opportunity "to give weight to those comments in the light of all attendant circumstances."

### **(13) Consideration and Advance Discussions**

When a stamping or assembly plant is contemplating a decision to **let** to an outside source die or major jig and **fixture** work, the Plant Management will hold advance discussions with the Local Union concerning the nature, **scope** and approximate dates of the work to be performed and, based upon the considerations set forth in Section **(14) Supplemental Agreement --- Skilled Trades**, as well as the magnitude of the construction program, the timing of each phase of the program, the availability of facilities, **specialized** equipment and necessary skills within the work force, the complicating **effect** of design modifications and bottleneck operations such as machining limitations and the unavailability of presses to perform necessary tryout work, the **efficiencies** and economics involved, and the need to maintain a reliable supply base in view of the fluctuations and uncertainties of the die, jig and fixture **construction** business, will review with the Union why the decision to let the work is **contemplated**. The **Plant** Management will take into consideration and afford due weight to any relevant information furnished by the Union before **making** its final decision.

A Plant Management decision to **utilize** an outside source for such work should consider, in addition to all the above relevant considerations, any adverse employment impact on the plant's journeymen/women in the **affected** skilled trades classifications who are laid off or would be laid off as a direct result of the **decision**. In making a final decision, **the** Corporation **will** not act arbitrarily or capriciously in disregard of the **legitimate** interests of Chrysler employees.

### **(14) Tool and Die Contracting**

You have discussed with us at great length the possible effect on our skilled tool and die and model employees of decisions of the Corporation to buy some of its tools, dies, and models, rather than make them.

As we have pointed out to you in current negotiations, there

are many and varied factors that may influence any particular **decision** to **make** or buy. We do not believe it is feasible to list general criteria. However, 'the Union has stated in our discussions that it **recognizes** a number of them, such as the **need**, among; other things, to contract work that requires **specialized** tools and **equipment** and special skills and the necessity of meeting **production** schedules, model changes and rearrangement **deadlines**.

In view of the foregoing, we have advised you that the Corporation cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, and models, or to buy them. However, we wish to **make** it clear to you that it is our policy, in making such decisions, to give proper consideration to the operating needs of the business, the efficiencies and economics **involved** and all other relevant **considerations**, including the effect of the **decisions** on work opportunities of tool, die and model employees.

Where the **Corporation** considers that work practices or provisions of local agreements in its Tool, Die and Model **Departments** may be having an adverse effect on the Corporation's ability to compete in this field effectively, it will **discuss** such matters on a timely basis with the Local Union and explore with it fully the possibilities of taking practical steps with respect to such matters to the end of improving the employment **opportunities** of such employees. The: **Skilled Trades Representative** of the Corporation is also willing to meet from time to time with the **Skilled Trades Representative** of the National Union to discuss, and provide information relative to plans the **Corporation** is formulating and decisions it is contemplating **concerning** tool and die contracting on a **corporate**-wide basis. A representative of an affected plant is willing to **meet** from time to time with the **Skilled Trades Committeeperson** at the plant to discuss, and provide information relative to plans the plant is formulating and decisions it is contemplating concerning tool and die contracting by the plant.

### **(15) Tool and Die Contracting in General Manufacturing Division and Engine and Casting Division Plants**

In our negotiations leading to the Production and Maintenance Agreement dated December 11, 1982 we discussed in great detail tool and die contracting by the Corporation, some **aspects** of which are the subject of Section (14) Supplemental Agreement — **Skilled Trades, Tool and Die Contracting**. In the course of these discussions we **reiterated** that the Corporation cannot agree to any limitation or restriction on its right and responsibility to decide whether to make tools, dies, **models**, jigs or fixtures or to buy them.

We assure **you**, however, that when Journeymen/women **skilled trades employees** in the toolmaking trades, including machine repair **where** applicable, of a plant of the General Manufacturing and **Engine and Casting Divisions are on** layoff for any reason or become laid off as a **result** of the **plant's** contracting out work involving the fabrication, maintenance or repair of tools and dies, and of the kind normally performed by such skilled trades employees in the plant, the Skilled Trades Representative of the Corporation, on request, **will meet** with the Skilled Trades Representative of the National Union to discuss, and provide information relative to, plans the Corporation is formulating and decisions it is contemplating concerning such contracting. A good faith effort will be extended by the parties to **And** solution to the problems discussed in these meetings.

### **(16) Special Procedure — Skilled Trades Work Assignment Disputes**

(a) The **skilled** trades representative in a plant may request the Plant Labour Relations Supervisor to arrange a special **conference** to hear the Union's views concerning the work assignments of skilled trades employees.

(b) Attendance at such special conference **will** be limited to the skilled trades representatives of the plant. **A** representative of the Local Union may attend. Plant Labour Relations and a senior representative of Manufacturing Engineering will also attend. **A**

Staff Labour Relations Representative may also attend.

(c) A written disposition will be made **available** on resolved issues.

(d) If the matter is not satisfactorily resolved and the matter involves the appropriateness of work **assignments** of employees in skilled trades classifications, the Union may reduce the matter to writing in the form of a grievance and present the grievance to the Labour Relations Supervisor. Within **five** (ii) days **after receiving** the grievance, a written answer will be given setting forth **Management's** position with respect to the **disputed** work involved.

(e) The Local Union may, within ten **(10)** days **after** receiving such answer, forward the grievance together with Management's answer to the National Union. If in its **judgement** the matter warrants appeal, the National Union may within twenty **(20)** days **after** receiving the grievance and answer, appeal the **matter** to the Manager of Hourly Labour Relations by requesting a special meeting.

(f) Such meeting will be attended by the skilled trades representatives **involved**, a representative of the Local Union and a **representative** of the National Union. The Plant Personnel Manager and the Manager of **Manufacturing** Engineering, or their designated representatives **will** also attend.

(g) If they are unable to satisfactorily **resolve** the matter within one **(1)** month of the date of the special meeting, the grievance may be appealed to the Appeal Board, as provided in Section **21** (a).

## **SUPPLEMENTAL AGREEMENT**

### **Provisions Pertaining to Apprentices**

**(1)** The following provisions relating to Apprenticeship and



Apprentice Standards supplement **the provisions of the** Production and Maintenance Agreement applicable to **apprentices**. The following **Sections** of the Production and **Maintenance** Agreement shall not apply to apprentices; **(45), (52), and (58)**.

## **(2) Purpose**

The purpose of the apprentice program is to train **individuals** in **such** skilled trades as may be desirable. The object of this training **is** to provide Chrysler Canada Ltd. with **skilled** journey-men/women who are thoroughly versed in **methods** used in its plants, and provide training for individuals in their chosen trade.

## **(3) Apprentice Qualifications**

Apprentices shall be selected for **this** training **course** in accordance with the **Uniform** Apprenticeship Application and Selection Procedure and:

(a) -- **Shall** be at least age eighteen **(18)**.

(b) -- AU applicants must meet the regular employment requirements of all hourly **employees** determined by the Corporation including the physical requirements for the applicable trade and satisfactorily pass the Uniform Apprenticeship Application and **Selection** Procedure tests given by the Personnel Department. In the event the qualifications of applicants are equal in all other **respects, preference** shall be given applicants who are seniority employees of the Corporation. The **minimum** educational requirement shall be Grade **XII** or its equivalent.

(c) -- **Selection** of Apprentices under the **Program** shall be made from qualified applicants in accordance with the Uniform Apprentice Application and Selection Procedure on the basis of qualifications alone and without regard to race, religion, colour, national origin or sex;

(d) - Candidates successful in attaining **150** points in the Chrysler Corporation written Apprenticeship **Test** will be **considered** as having passed the test.

(e) - At **Bramalea**, this procedure will **continue** until all candidates that were placed on the selection list have been exhausted, **or 24** months have elapsed **since the previous** Program Entry Briefing and Chrysler Personnel written test, **whichever** occurs first.

(f) -- The acceptance or rejection of applications for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure.

#### **(4) Applications**

Applications for apprenticeship training shall be received by **the Hourly** Employment Department from individuals who wish to prepare for their future as skilled journeymen/women through apprenticeship training. A copy of all applications for apprenticeship shall be sent to the **Chrysler-CAW** Apprentice Committee.

At **Bramalea (i)** Notice: of Apprenticeship **Program** Entry Briefing **Meeting** and **Pre-Test** will be **posted on** the Company's **bulletin** boards for **10** working days, and **prior** notice of such postings will **be given** to the Plant Joint Apprenticeship Committee.

(ii) - **Applications** for apprenticeship **will be accepted** by the Plant Hourly Employment Office from seniority employees (employees within the Bargaining Unit) who consider **themselves eligible under** this program of training.

(iii) - A numbered application blank will be filled out and each applicant **will** sign a register noting that an application has been **received** and filed.

#### **(5) Apprenticeship Agreements**

Apprentices shall be entered into the program by separate

apprenticeship agreements between the apprentice, the Corporation and the **Chrysler-CAW** Apprentice Committee. A copy of **each** Apprenticeship Agreement will be furnished to the Corporation and to the **Chrysler-CAW** Apprentice Committee. Each Apprenticeship Agreement will **be** registered with the Ontario Ministry of Skills Development Apprenticeship Branch.

## **(6) Supervision of Apprentices**

**Apprentices** shall be under the direction of the Human Resources **Department**. Qualified personnel shall be charged with responsibility of coordinating the apprenticeship program so that a systematic procedure will be followed throughout the training period. In plants in which apprentices are employed the Corporation will designate an Apprentice Coordinator who will supervise the apprentice program in the plant.

## **(7) Discipline**

(a) - An apprentice may be disciplined for such causes as inability to learn, unsatisfactory work, inability to perform or other causes related to the apprenticeship. An apprentice may be placed on probation or the apprenticeship may be cancelled or terminated and the apprentice dismissed for such causes. Any disciplinary layoff given an apprentice or any cancellation or termination of an apprentice's apprenticeship for causes related to the apprentice's apprenticeship may be reviewed as **specified** in Sections (14) and (15) of this Supplemental **Agreement**.

(b) - At **Bramalea**: The first three months or **500** hours, **whichever occurs** first, of **employment** in the Apprenticeship **Program** shall be considered a grace period during which time the apprentice **must** demonstrate to the satisfaction of the **Apprentice** Coordinator and **the Plant Joint** Apprenticeship Committee **that** the apprentice is making acceptable progress in shop assignments. During this time, the apprentice, if a seniority **transferee**, will be returned to the apprentice's previous department as per Section **(12)**, if the apprentice elects **to** do so during the grace period.

## **(8) Resignation**

The apprentice shall have the right to terminate participation in the apprenticeship at any time upon three days' notice in writing to the Hourly Employment Department and to the Chrysler-CAW Apprentice Committee.

## **(9) Wage Rates**

(a) -- Apprentices hired on and after the effective date of this Agreement in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours - 65% of the trade classification midpoint wage rate.

2nd 1000 hours - 70% of the trade classification midpoint wage rate.

3rd 1000 hours 75% of the trade classification midpoint wage rate.

4th 1000 hours - 80% of the trade classification midpoint wage rate.

5th 1000 hours . 85% of the trade classification midpoint wage rate.

6th 1000 hours - 90% of the trade classification midpoint wage rate.

7th 1000 hours - 95% of the trade classification midpoint wage rate.

8th 1000 hours - 95% of the trade classification midpoint wage rate.

9th 1000 hours . 95% of the trade classification midpoint wage rate.

10th 1000 hours - 95% of the trade classification midpoint wage rate.

(b) -- Seniority employees who enter into apprenticeship on and after the effective date of this Agreement shall be paid the rate of the classification they held immediately prior to entering

into apprenticeship or a rate equal to the sum of the maximum rate of the Assembler-Major Classification plus nine cents (9¢) whichever is lower, provided, however, that in no event will the starting rate be lower than a rate equal to the maximum rate of the Assembler-Major Classification minus twenty cents (20¢). New apprentices shall be paid that rate until the beginning of the first pay period following the pay period in which they would be entitled to a higher rate according to the schedule in Subsection (a) above. Thereafter, they shall be paid according to the schedule in Subsection (a) above.

(c) — Apprentices on course on and after October 29, 1990 but prior to the effective date of this Agreement in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1st 1000 hours - 65% of the trade classification midpoint wage rate plus fifty-eight cents (51¢) per hour.

2nd 1000 hours - 70% of the trade classification midpoint wage rate plus fifty cents (44¢) per hour.

3rd 1000 hours - 75% of the trade classification midpoint wage rate plus forty-two cents (36¢) per hour.

4th 1000 hours - 80% of the trade classification midpoint wage rate plus thirty-three cents (29¢) per hour.

5th 1000 hours - 85% of the trade classification midpoint wage rate plus twenty-five cents (22¢) per hour.

6th 1000 hours - 90% of the trade classification midpoint wage rate plus seventeen cents (15¢) per hour.

7th 1000 hours - 95% of the trade classification midpoint wage rate plus eight cents (7¢) per hour.

8th 1000 hours - 95% of the trade classification midpoint wage rate plus eight cents (7¢) per hour.

9th 1000 hours - 95% of the trade classification midpoint wage rate plus eight cents (7¢) per hour.

10th 1000 hours - 95% of the trade classification midpoint wage rate plus eight cents (7¢) per hour.

(d) -- Apprentices on course on or after October 29, 1990

but prior to the effective date of this Agreement who are receiving the rate of the classification they held immediately prior to entering into apprenticeship shall be paid the rate of the classification they held immediately prior to entering into apprenticeship or at a rate equal to the sum of the maximum rate of the Assembler-Major classification **plus nine cents (9¢)**, whichever is lower provided, however, that in no event will the rate be lower than a rate equal to the <sup>maximum</sup> rate of the Assembler-Major classification minus twenty cents **(20¢)** until the beginning of the: first pay period following the pay period in which they would be entitled to a higher rate according to the schedule in Subsection (c) above. **Thereafter**, they shall be **paid** according to the schedule in Subsection (c) above.

(e) — Apprentices on course on and **after September 19, 1988** but prior to **October 29, 1990** in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

**1st 1000** hours - **65%** of the trade **classification** midpoint wage rate plus eighty-four cents **(\$1.09)** per hour.

**2nd 1000** hours - **70%** of the trade **classification** midpoint wage rate plus seventy-two cents **(94¢)** per hour.

**3rd 1000** hours - **75%** of the trade **classification** midpoint wage rate plus sixty-one cents **(78¢)** per hour.

**4th 1000** hours - **80%** of the trade **classification** midpoint wage rate plus forty-eight cents **(62¢)** per hour.

**5th 1000** hours - **85%** of the trade **classification** midpoint wage rate plus thirty-six cents **(47¢)** per hour.

**6th 1000** hours - **90%** of the trade **classification** midpoint wage rate plus twenty-four cents **(32¢)** per hour.

**7th 1000** hours - **95%** of the trade **classification** midpoint wage rate plus twelve cents **(15¢)** per hour.

**8th 1000** hours - **95%** of the trade **classification** midpoint wage rate plus twelve cents **(15¢)** per hour.

**9th 1000** hours - **95%** of the trade **classification** midpoint wage rate plus twelve cents **(15¢)** per hour.

10th 1000 hours — 95% of the trade classification midpoint wage rate plus twelve cents (15¢) per hour.

(f) -- Apprentices on course on or after September 19, 1988 but prior to October 29, 1990 who are receiving the rate of the classification they held immediately prior to entering into apprenticeship shall be paid the rate of the classification they held immediately prior to entering into apprenticeship or at a rate equal to the sum of the maximum rate of the Assembler-Major classification plus nine cents (9¢), whichever is lower provided, however, that in no event will the rate be lower than a rate equal to the maximum rate of the Assembler-Major classification minus twenty cents (20¢) until the beginning of the first pay period following the pay period in which they would be entitled to a higher rate according to the schedule in Subsection (e) above. Thereafter, they shall be paid according to the schedule in Subsection (e) above.

### **(10) Tools**

With expanding technology and new technological advances, the need exists for enhanced training materials, manuals and tools. In keeping with this as soon as practicable after being placed in the apprentice program an apprentice will receive a tool allowance of \$150.00 and a like amount at the end period of each 1000 hours of apprentice training in recognition of the cost of these tools.

Apprentices presently in the program and apprentices who enter the apprenticeship with evaluated credit for prior experience and training shall receive a tool allowance thereafter in accordance with the above payment schedule.

### **(11) Certificate**

Upon the satisfactory completion of the term of apprenticeship the Chrysler-CAW Apprentice Committee shall recommend to the Ontario Ministry of Skills Development Apprenticeship Branch that a certificate signifying the satisfactory completion of the term of apprenticeship be issued to the

apprentice.

## **(12) Seniority**

Upon satisfactory completion of the **term of apprenticeship**, the graduate apprentice shall immediately become a journeyman/woman and shall be given a seniority date which shall reflect six **(6)** months seniority for each **1000** hours in the Schedule of Working Processes in the graduate apprentice's trade, but in no event shall a graduate apprentice be given a seniority date earlier than the date set forth in the Apprentice Agreement as the date the graduate apprentice's apprenticeship began. Apprentices indentured subsequent to October **20, 1985** who, through no fault of their own, are delayed in commencing their **apprenticeship**, shall be given a starting date identical to their original assigned date.

Time spent during the apprenticeship on approved leave of absence, vacation leave, jury duty, annual **military** encampments as well as excused paid absence allowance days, bereavement days, layoffs of a temporary nature and holidays for **which** the employee has **received** pay from the **Corporation** will also be credited toward seniority upon graduation.

If it is necessary to curtail the number of apprentices **in** a given trade, the reduction shall be made on the basis of the last hired being the **first** released, so that the required ratio of apprentices to journeyman/woman is maintained.

An apprentice whose apprenticeship is interrupted for a continuous period of layoff equal to the apprentice's seniority or time spent **in** the apprentice program at the time of such layoff, whichever is longer, shall lose status as an apprentice.

An employee having seniority in the plant who enters the apprentice training program as provided in Section **(3) (b)** shall, during the period of this apprenticeship retain and accumulate seniority and if laid off or dismissed from or terminates



participation in the apprentice training program, the employee shall be returned to the employee's former department in the plant according to the employee's seniority in it.

The application of the following paragraphs (a) and (b) of this Section (12) will be Limited to plants in the Windsor area:

(a) — An apprentice whose apprenticeship in one plant is interrupted by an indefinite period of unemployment from the apprenticeship program will be reemployed in another plant of the Corporation in the area participating in this apprentice program before new apprentices are hired in the apprentice's trade in such other plant, and there continue the apprenticeship to its completion. The apprentice's ranking among apprentices in the new plant shall be the apprentice's date of hiring into the apprentice program.

(b) — An apprentice, upon the achievement of journeyman/woman status, will be placed by the Hourly Employment Department in accordance with the following procedure:

1. An apprentice will be placed on the open permanent job, defined in Paragraph (13) of the Special Provisions Pertaining to Windsor Area Plants, not subject to a base plant claim, represented by the oldest active plant-wide posting as recorded by the Hourly Employment Department.

2. Under unusual circumstances and after discussions have been held between members of the Hourly Labour Relations Department and Hourly Employment Department Staffs and the Windsor Area Skilled Trades Chairperson, the foregoing may be deviated from. Such deviation will only be considered when the immediate operating requirements of one of the plants would be adversely affected by not placing the graduating apprentice at that plant.

3. In the event that there is not an open permanent job available at the time of an apprentice's graduation, the graduating apprentice shall displace the employee with the least seniority in

the **trade** or trade group, **seniority** permitting.

### **(13) Ratio of Apprentices to Journeymen/women**

The ratio of apprentices in training in a trade shall not be more than one (1) apprentice to eight (8) journeymen/women unless **otherwise** approved by the **Chrysler-CAW** Apprentice Committee.

‘When a reduction in force occurs in a trade where apprentices are employed, apprentices **first shall** be laid off until the ratio of apprentices to journeymen/women **shall** be one (1) to eight (8). **Thereafter**, apprentices **shall** be laid off proportionately to retain such ratio, provided, however, that a minimum of one (1) apprentice may be retained in each trade.

‘When an increase in force occurs in a trade where apprentices were employed, apprentices **shall** be **recalled** at the ratio of one (1) to eight (8) before a new employee who possesses the qualifications of a journeyman/woman is hired.

In the event the Corporation plans to build or acquire a new plant or facility the **Chrysler-CAW** Apprentice **Committee** may agree to **increase** the ratio of apprentices to journeymen/women in any trade in order to meet the anticipated demand for skilled tradespersons in such plant, provided, however, that it may not so increase the ratio of apprentices in any plant in which journeymen/women in the trade are laid off for lack of work.

### **(14) Local Apprentice Committee**

(a) — In those plants where apprentices subject to this Agreement are employed, there **shall** be a Local Apprentice Committee composed of an Apprentice Representative who **shall** be a journeyman/woman in an apprenticeable **skilled** trades classification appointed by the Union and an Apprentice Coordinator appointed by the Corporation. The functions and duties of the: Local Apprentice Committee **shall** be as **follows**:

1. To **confer** with new apprentices for the purpose of

acquainting the apprentice with the role of the Corporation, the Union and the **Chrysler-CAW** Apprentice Committee in the Apprentice Program. and to ascertain that the **apprentice** understands the status and obligations as an apprentice.

2. To review every thirty **(30)** days and, **where** necessary, on a more frequent basis the training and progress and work schedule of individual apprentices.

3. To confer on problems raised by apprentices.

4. To confer with apprentices where it appears that the apprentice is failing to perform the obligation as an apprentice. The Local Apprentice Committee may limit the hours of overtime work of an apprentice where excessive work schedules interfere with the apprentice's related training.

5. To make recommendations to **the Chrysler-CAW** Apprentice Committee with respect to the disciplinary **layoff** of an apprentice or the cancellation or termination of an apprentice's apprenticeship for **causes** related to the apprenticeship.

6. To discuss the application of the terms of this Supplemental Agreement and matters connected with the continued improvement of the Apprentice Program.

(b) — Any situation which may **arise** that cannot be satisfactorily resolved by the Local Apprentice Committee shall be referred to the **Chrysler-CAW** Apprentice Committee,

### **(15) Chrysler-CAW Apprentice Committee**

(a) — A **Chrysler-CAW** Apprentice Committee shall be established of three **(3)** members appointed by the Union and **three (3)** members appointed by the Corporation.

(b) — The duties of the **Chrysler-CAW** Apprentice Committee shall be as **follows**:

1. To adopt procedures for the timely and orderly conduct of its business.

2. To **establish** a Uniform Apprentice Application and

**Selection** Procedure, including apprenticeship tests, interview form, and criteria for the evaluation of **seniority** and prior **training**. Exceptions to the Uniform Apprentice Application and **Selection** Procedure may be made by the **Chrysler-CAW** Apprentice Committee for qualified applicants who possess unusual qualifications.

3. To **evaluate** and select **apprentices** to be placed on course **from** qualified applicants.

4. To deal with matters concerning the application of the terms of this Supplemental Agreement.

5. To study the effects of the employment of apprentices on the employment of **journeymen/women** in the trades involved and other matters that may involve the training of apprentices by journeymen/women **in** the shop.

6. To receive regular and special reports regarding apprentice training, including the number and distribution of apprentices.

7. To approve the issuance of certificates of graduation.

8. To **review** and **endeavor** to resolve cases involving the disciplinary layoff of **an** apprentice or the cancellation or termination of an apprentice's apprenticeship for causes related to this apprenticeship.

9. To take appropriate action on a matter referred to the Committee by a Local Apprentice Committee pursuant to Section **(14)** of this **Supplemental** Agreement.

10. To discuss and recommend changes in the Schedule of Work Processes, including the related training, of the Apprentice Program and to recommend such schedules for future trades. The Corporation and the National Union may adopt and agree to such recommendations.

II. To issue periodic reports to the parties hereto on the operation of the program and to discuss and recommend changes

in this Supplemental Agreement which may be negotiated at the proper time.

(c) — Matters not resolved by the Committee may be referred to the Impartial **Chairperson**.

## **APPRENTICE STANDARDS**

### **(16) Length of Training Program**

(a) — Apprentices courses are set forth in Section (18), Shop Schedules. The number of hours required for graduation varies somewhat between different trades. Satisfactory completion of the related training courses and of the total number of hours **specified** for each trade **shall** be required for graduation.

(b) — AU overtime actually worked during any term period shall be counted as hours worked and applied against the period total.

### **(17) Prior Training**

An apprentice who (1) has had prior training in a **recognized** apprentice training program, or (2) a Chrysler seniority employee who desires to enter the **apprentice** training program, or (3) an apprentice who, has had military service will have such training **and** experience evaluated in accordance with the standards established by the **Chrysler-CAW** Apprentice Committee.

### **(18) Shop Schedules**

The apprentice shall serve through a series of operations as indicated in the shop schedule. This Schedule, which is included in Appendix (1), is set up as a guide and if **apprentices** are employed in a trade for which a schedule of work processes is **specifically** set forth in the aforementioned Appendix, the schedule of work processes shall be adhered to unless local conditions and/or progress of the apprentice requires rearrangement in which case the **Chrysler-CAW** Apprentice

Committee may make such rearrangement. The Corporation and the National Union may agree to revise Appendix (1) or agree to Schedules of Work Processes for other classifications.

### (19) Related Training

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The Corporation shall provide the required related training set forth in the Schedule of Work Processes during the apprenticeship. Apprentices shall be paid at their regular hourly or salary rates for actual school attendance, except for repeated courses, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.

Time spent in actual school attendance by apprentices who enter into Apprenticeship Agreements on or after the effective date of this Agreement shall not be subject to overtime or premium pay under Sections (64) and (65) of the Production and Maintenance Agreement and corresponding sections of other agreements, and such time shall not be considered as time worked in computing overtime or premium pay as defined in such sections or as work performed for the Corporation under the SUB Plan.

### (20) Technical Training Facilities

The management may, if it so desires, use the facilities of the Technical Training Department in giving to apprentices under this Agreement the classroom work provided in the Schedule of Work Processes. Journeymen/women in the following classifications shall be counted in determining the number of apprentices in a given department who will be in training in a particular trade:

Tool Making  
Toolmaker Leader  
Toolmaker  
Toolmaker -- Tool and Gauge Inspector  
Layout — Metal and Wood  
Machine Operator — Tool, Die & Maintenance  
Grinder — Tool Room

Die Maker — Die Cast  
Machine Operator — Tool, Die & Maintenance  
Grinder — Tool Room  
Electrical  
Electrician Leader  
Electrician  
Millwright  
Millwright Leader  
Millwright  
**Pipefitter** — Plumber  
**Pipefitter** Leader  
**Pipefitter**  
Sheet **Metal** and **Tinsmith**  
Sheet **Metal** Worker Leader  
Sheet Metal Worker  
Machine Repair  
Machine Repair Leader  
Machine Repair  
Machine Operator — Tool, Die & Maintenance  
Grinder — Tool Room  
Toolmaking — Jig & Fixture Building  
Tool Maker — Jig and Fixture Builder — Leader  
Tool Maker — Jig and Fixture Builder  
Machine Operator — Tool, Die & Maintenance  
Grinder — Tool Room Metal Pattern Making  
Machine Operator — Tool, Die & Maintenance

### **(21) Registration and Duration of Apprenticeships**

The National Apprenticeship Committee will review what steps are necessary to register and establish the hours necessary to **qualify** as Electrician **Const/Maint.** Any other trades so affected will be reviewed on the same basis.

### **(22) Revision to Appendix I**

Appendix I, Apprenticeship and Apprenticeship Standards — will be revised by the **Chrysler-CAW** National Apprentice

Committee following the conclusion of negotiations.

Such revision will (a) list **the** Canadian Apprenticeable and non-Apprenticeable Skilled Trades classifications, as provided in Section **(5)** List of Skilled Trades Classifications Special Provisions Pertaining to **Skilled** Trades Employees, and **(b)** detail the Schedule of Work Processes for these Apprenticeable and non-Apprenticeable Skilled Trades Classifications.

### **APPRENTICESHIP AGREEMENT**

This Agreement, made in triplicate, this . . . . ., date of , 19 between Chrysler Canada Ltd., the **Chrysler-CAW Apprentice Committee** established under the terms of the **Chrysler-CAW Agreement**, and . . . . ., residing at . . . . . **hereinafter** referred to as the Apprentice:

#### **WITNESSETH:**

Chrysler Canada Ltd.

agrees to engage . . . . . as an apprentice to learn the trade of . . . . . \* . . . . in accordance with the **terms** of the Supplemental Agreement Apprenticeship and Apprentice **Standards** as set forth in the **Chrysler-CAW Agreement**.

The **apprentice** agrees to diligently perform the work of this trade **and** the related training and to be governed by the terms of the Supplemental Agreement-Apprenticeship and Apprentice Standards; to conform to and obey the rules and regulations of Chrysler Canada Ltd. and to **keep** all trade and business secrets of Chrysler Canada Ltd.

The **term** of apprenticeship, and the processes, methods, or plans to be taught shall be as set forth or referred to in the Supplemental Agreement-Apprenticeship and Apprentice Standards which, by this reference, are made a part of this



Apprenticeship Agreement.

IN WITNESS **WHEREOF**: The parties have caused this Agreement to be signed.

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**Chrysler-CAW**  
Apprentice Committee  
National Union, (CAW)

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**Chrysler-CAW**  
Apprentice Committee  
Chrysler Canada Ltd.

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Apprentice

## **SCHEDULE "A"**

### **BARGAINING UNIT DESCRIPTIONS**

referred to in Section (1)  
of the following Agreement:

**Production and Maintenance**

between  
**Chrysler Canada Ltd.**  
and the

**CAW**

**1993**

### **APPENDIX SCHEDULE "A"**

**Bargaining** Units referred to in Section (1) of the Production and **Maintenance** Agreement **between** Chrysler Canada Ltd., and the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (**CAW-Canada**) and certain of its Local Unions dated September 15, 1993.

1. All hourly-rated employees of Chrysler Canada Ltd. in its Windsor Assembly Plant, except timekeepers, time study men, employees in a supervisory capacity, **draftsmen**, chemists, metallurgists, laboratory workers, technical employees, office and salaried employees, plant protection men and all employees covered by any other collective agreement with the Corporation.

2. All hourly-rated employees of Chrysler Canada Ltd. in its Grand **Marais** Road Building, except timekeepers, time study men, employees in a supervisory capacity, draftsmen, chemists, metallurgists, laboratory workers, technical employees, **office and salaried employees**, plant protection men and all employees

covered by any other collective agreement with the Corporation.

3. All hourly-rated employees of Chrysler Canada Ltd. in ~~its~~ Ajax Trim Plant except engineering personnel, nurses, matrons, timekeepers, ~~time~~ study men, employees in a supervisory capacity, draftsmen, chemists, metallurgists, laboratory workers, technical employees, office and salaried employees, plant protection men and all employees covered by any other collective agreement with the Corporation.

4. All employees of Chrysler Canada Ltd. at its **Etobicoke** Casting Plant save and except foremen, persons above the rank of **foreman**, office and sales staff and security guards.

5. AU production and maintenance employees at the **Pillette** Road Truck Assembly Plant, excluding timekeepers, time study men, employees in a supervisory capacity, draftsmen, chemists, **metallurgists, laboratory** workers, technical **employees**, office and salaried employees, plant protection men and **all** employees **covered** by any other collective bargaining agreement with the Corporation,

6. All hourly-rated production and maintenance **employees** at the **Bramalea** Assembly Plant, excluding assistant **foremen**, persons above the rank of assistant foreman, security personnel, watchmen, first aid staff, chief inspectors and assistant chief inspectors, timekeepers, general office employees, personnel department **employees**, clerical employees, plant and designing engineers, metallurgists, chemists, designers, **draftsmen, detailers** and their assistants, **time** and motion study employees, technical and professional employees and their assistants.

If it is considered that the above **descriptions** differ from the original Ontario Labour Relations Board certification or the initial agreement between the parties describing the bargaining unit, the Board certification or the initial agreement shall govern. By agreeing to the foregoing descriptions, neither party hereto waives the right to move to amend or clarify any certification, by the Ontario Labour Relations Board.

## 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 any plant covered by the **1993** Production and Maintenance Agreement.

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**:

*8/6*  
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 **1993** Chrysler Canada Ltd.-**CAW** Production and Maintenance Agreement provided, however, at the time of a **reduction** in force, a seniority employee who is to be indefinitely laid off from the plant 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 (96)** of the 1993 Production and Maintenance 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 (except temporary part-time skilled trades employees hired to work in a skilled trades classification) hired on or after the effective date of this Agreement shall be hired at a rate equal to eighty-five percent (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 two hundred seventy (270) days actually worked they shall receive an increase to ninety-two and one-half percent (92.5%) 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 hired to work in a skilled trades classification shall be paid as follows:

A. If the employee possesses the qualifications required for journeyman/woman status in the classification in which the employee is employed the employee shall be paid the minimum rate of the classification for the first sixty days actually worked, and thereafter will be eligible for merit increases to the maximum rate of the classification; provided, however, that an employee not previously advanced to the maximum rate of the classification shall be paid the maximum rate upon completion of one hundred and twenty days actually worked.

B. If an employee does not possess the qualifications for journeyman/woman status, but has the qualifications required for temporary employee status in the classification in which the employee is employed, the employee shall be paid a starting rate commensurate with the employee's established and acceptable prior work experience in accordance with wage rate provisions applicable to employees hired, transferred or promoted on or after September 15, 1993. Wage rate advancement shall be consistent with those provisions.

IV. A temporary part-time employee shall not accumulate time toward the fulfillment of the 90 day 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,

V. 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.

VI. A temporary part-time employee shall be entitled to Union representation including the grievance procedure in cases of alleged violation of this Supplemental Agreement.

VII. A temporary part-time employee shall be subject to the provisions of Sections (6) through (9) of the 1993 Chrysler Canada Ltd.-CAW P & M 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.

VIII. 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.

IX. A temporary part-time employee shall not be covered by the SUB Plan (Exhibit A), Pension Agreement or the Insurance Program, the Legal Services Plan or the Income Maintenance Benefit Plan and Voluntary Termination of Employment Plan except as provided in Sections I.D. and XII 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 1993 Chrysler Canada Ltd.-CAW P & M Agreement:

- Section (61) (62) and (65) — Working Hours
- Section (91) — Coat-of-Living Allowance
- Section (92) (a) — General Increase

X. 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 (63) and (64) of the 1993 Chrysler Canada Ltd.-CAW P & M Agreement.

XI. 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 (73) of the 1993 Chrysler Canada Ltd.-CAW P & M 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.

XII. 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**.

**XIII.** Any consent to be obtained from the Union concerning in-plant matters with regard to the **T.P.T. Program** must be obtained from **either** the Plant Chairperson or the Advisory Committeeperson.

**XIV.** This Agreement shall become effective concurrently with, and continue in full force and effect during the term of the Production and Maintenance **Agreement**.



XV. This Agreement. supersedes and in all respects replaces the Supplemental Agreement-Temporary Part-Time **Employees** dated October 25, 1990.

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

**MEMORANDUM OF  
UNDERSTANDING ON  
PLANT CLOSINGS**

This Memorandum of Understanding supplements the Production and Maintenance **Agreement between** Chrysler Canada Ltd. and the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (**CAW-Canada**), and certain of its Local Unions, dated September 15, 1993 as follows:

**WHEREAS**, the Corporation and the Union wish to provide work opportunity to employees laid off as a result of the **phasing-out** of operations prior to a plant closing and those laid off as the result of the closing itself; and

**WHEREAS**, due to the plant closing such laid off employees have no **recall rights** to any Corporation plant.

**NOW, THEREFORE**, it is hereby agreed that effective and concurrent with the **Production** and Maintenance Agreement,

I

Employees laid off from a plant the Corporation has announced' its intention. to close and who are not **expected** to be

**recalled** due to the closing will be placed on a list in the order of their seniority at the closed plant. As work they are qualified to do becomes available at other plants of the Corporation as a result of attritional openings, employees on the list will be eligible for placement in such jobs insofar as reasonably practicable in the order of their seniority at the closed plant.

An employee placed pursuant to this Paragraph I will be placed only when said employee's seniority is **greater** than the seniority of a laid off (employee of the plant in which the attritional opening occurs and who otherwise would be **recalled** to the **attritional** opening.

XI

Employees placed pursuant to Paragraph I, above, **in** a new plant of the Corporation within twelve **(12)** calendar months of the date it ships its first production will be credited at such plant with their full seniority at the closed plant at the time of their placement.

XII

Employees who decline an opportunity to be placed pursuant to Paragraph I or II above, **shall** be removed from the list and thereafter shall be: ineligible for placement pursuant to the terms of this Memorandum.

Iv

The Corporation shall not incur any liability for claimed **violations** or errors in administration **of** this Memorandum, and employees will not accumulate seniority or other rights by reason of this Memorandum.

NATIONAL AUTOMOBILE, CHRYSLER CANADA LTD.  
**AEROSPACE** AND  
AGRICULTURAL IMPLEMENT  
WORKERS UNION OF  
CANADA (**CAW-CANADA**)

**MEMORANDUM OF  
UNDERSTANDING  
UNION DUES DEDUCTIONS**

The Memorandum of Understanding dated September 15, 1993, between CHRYSLER CANADA LTD. for its **Etobicoke** Casting Plant, Ajax Trim Plant, Windsor Assembly Plant, **Pillette** Road Truck Assembly Plant, **Bramalea** Assembly Plant and the: Grand **Marais** Road Building (hereinafter referred to as the ``Corporation' ') and the NATIONAL AUTOMOBILE, **AEROSPACE! AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADA)** for its Local Unions No. 1459, 1090, 1285 and 444 (hereinafter referred to as the ``Union' ') supplements the Production and Maintenance Agreement dated September 15, 1993.

WHEREAS, the Corporation and the Union wish to set forth certain understandings with respect to the deduction and remittance of Union membership dues (which term, as used herein, shall include, where appropriate, Union initiation fees); NOW THEREFORE, pursuant to Section (7) of the above-mentioned Production and Maintenance Agreement, it is hereby agreed as follows:

**(1) TIME OF: DEDUCTIONS.**

(a) The initiation fee will be deducted from the pay of an employee (including Temporary Part-Time Employees as

referenced in the Supplemental Agreement, Section VII) at any time within thirty (30) days after the employee becomes a member of the **Union** as provided in *Section (6)* of the **above-mentioned Production and Maintenance Agreement**.

(b) Check-Off deductions for Union membership dues will begin in the month in which the employee becomes a member of the Union. Thereafter, in each succeeding month, Union membership dues then due and owing will be deducted in the calendar month.

## **(2) PAY PERIODS IN WHICH DEDUCTIONS ARE MADE.**

Union membership dues for the current calendar month will be deducted from the pay **received** by the employee for the first Pay period falling in the month. If an employee does not have sufficient net earnings in the first pay period **falling** in the month, a Union membership dues deduction will be made in the next subsequent pay period ending in the month in which the employee has sufficient net earnings to cover such deduction, and not thereafter.

## **(3) OTHER DUES DEDUCTIONS.**

If an employee does not have sufficient net earnings in a Pay period in a calendar month for the **deduction** of dues as provided in Paragraph (2) of this Memorandum of Understanding, such dues will be deducted in a later calendar month, provided the employee has sufficient net earnings to cover such deduction, and provided the designated financial officer of the Local Union gives notice in writing to the **Hourly** Payroll Department or the Plant **Personnel** Department, specifying the employee, the employee's Social Insurance number, the amount to be deducted and the month or months for which the deductions are to be made. The designated financial officer of the Union may submit a similar notice in writing **specifying** the employee and the month or

months for which it is certified (a) that the employee did not earn forty (40) hours of pay in the specified month but did receive Supplemental Unemployment Benefits equivalent to forty (40) hours pay for that month, and (b) that Union membership dues were due and owing for that month and were not paid. Union membership dues deductions in the amount of one hour's pay as per the Constitution or such other amount as may be established as dues for such employee will be deducted from a subsequent Regular Supplemental Unemployment Benefit cheque issued to such employee for a pay period ending in the month the notice in writing is received, but not thereafter, or at the option of the designated financial officer, will be deducted front the regular pay of such employee in a subsequent pay period ending in the month in which the notice in writing is received, provided the employee has sufficient net earnings to cover such deduction, but not thereafter.

#### **(4) REFUNDS.**

In cases 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, refunds to the employee will be made by the Local Union.

#### **(5) REMITTANCE OF DUES TO FINANCIAL OFFICER.**

At the end of each week in which deductions are taken, the Corporation shall remit by cheque the total of the deductions to the Union. The Corporation will also furnish to the designated financial officer of the Local Union a list of the names of employees for whom Union membership dues have and have been taken. By the 10th of each following month a list shall be provided to the Local Union of employees for whom dues were deducted and not deducted.

**(6) DISPUTES CONCERNING CHECK-OFF.**

Except as otherwise specifically **provided** or **dealt** with, any **dispute** as to a violation or interpretation of any provision respecting Check-Off shall be matter for the grievance procedure and shall be submitted direct to the Impartial Chairperson.

**(7) LIMIT OF CORPORATION'S LIABILITY.**

The Corporation shall not be liable to the National Union or its Local by reason of the requirements of the Production and Maintenance Agreement or this Memorandum of **Understanding** for the remittance or payment of any sum **other** than that constituting actual deductions made from wages earned by **employees** or from Regular Supplemental Unemployment **Benefits** payable to employees.

**(8) DISPUTES CONCERNING MEMBERSHIP.**

Any dispute arising as to an employee's membership in the Union shall be reviewed by the **Vice-President** of **Human Resources** and the: **President** of the Local Union and if not resolved may be submitted directly to the Impartial Chairperson through the grievance procedure.

**MEMORANDUM OF UNDERSTANDING  
DISTRIBUTION AND RECORDING  
OF OVERTIME**

Memorandum of Understanding **between** Chrysler Canada Ltd. (hereinafter referred to as the "Corporation") and the National Union, **CAW**, and its Local Unions No. **444** and **1090** (hereinafter referred to as the "Union").

In view of the desire of the parties to establish a procedure for the distribution and recording of overtime applicable to existing conditions, it is **agreed** that the following procedure be established.

This procedure in no way takes the place of, or takes away from, Paragraph (23) — Special Provisions Pertaining to Windsor Area Plants or Paragraph (14) Special Provisions Pertaining to Ajax Trim Plant in the case of other than skilled trades. It establishes the mechanics only for the distributing and recording of overtime under present conditions.

Because of the limited number of departments presently operating on more than one shift, and owing to the present absence of groups, and in view of the desire of the parties to establish a procedure for the distribution and recording of overtime applicable to existing conditions, it is agreed that for the time being the following procedure will not contain any reference to group or shift. However, it is further agreed that when, in the opinion of the Corporation, the situation warrants reference in the procedure to group and/or shift such reference shall be read into the procedure as if set out in full therein, consistent with Paragraphs (23) or (14) in the above Special Provisions.

#### **Definition**

1. For the purposes of distributing and recording overtime work: "Overtime" shall mean time worked over eight (8) hours within any period of twenty-four (24) consecutive hours, Monday through Friday; time worked on Saturdays, Sundays and paid holidays excepting that, where overtime pay is paid for time worked within a regular eight (8) hour day such time shall not be considered overtime for the purposes of this Memorandum.

#### **Notice**

2. The Union recognizes that the Corporation's operations do not generally permit twenty-four (24) hours' notice of overtime to be given. The Corporation will, however, endeavour to give to the employees affected such notice of overtime work whenever it can be reasonably done. Where such notice can be reasonably given in advance, the Supervisor will also notify the relevant Steward of the overtime work to be done and the employees involved. Where such notice cannot be reasonably given in

advance the Supervisor will provide this information to the Steward as soon as it can reasonably be done thereafter.

### **Distribution**

#### **Other Than Skilled Trades**

3. (a) Overtime will be evenly distributed when reasonably possible among the employees in the same department.

(b) The Supervisor after thoroughly considering the employees' ability shall offer the work to the employees having the least amount of recorded overtime hours in the department provided such employees are able to satisfactorily perform the work to be done.

(c) In choosing from among the employees of a department having an equal amount of recorded overtime then those with the greatest seniority able to satisfactorily perform the work to be done shall be given the overtime.

#### **Skilled Trades**

(d) Overtime will be evenly distributed when reasonably possible among the employees in the same classification in the department. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked that turn insofar as distribution is concerned.

(e) The Supervisor after thoroughly considering the employees' ability shall offer the work to the employees having the least amount of recorded overtime hours in the same classification in the department provided such employees are able to satisfactorily perform the work to be done.

(f) In choosing from among the employees in a classification in a department having an equal amount of recorded overtime then those with the greatest seniority able to satisfactorily perform the work to be done shall be given the overtime.



(g) An employee who attains **temporary** employee status after September 15, 1982, will not **participate in** the overtime in any classification until such overtime has been made **available** to all journeymen/women or permanent employees in that classification on the **shift** during which the overtime is to be worked in the case of **week-day** overtime, or until such overtime has **been** made available to all **journeymen/women** or permanent employees in the classification in the department **in** the case of overtime for Saturday, Sunday, or one of those holidays **designated** in P & M Section (73).

### **Students**

(h) Students will not be offered overtime until all employees in the department have been canvassed. Ability to satisfactorily perform and, in the case of midweek overtime, shifts **will** prevail.

### **Records**

4. (EL) The overtime records shall be kept on the basis of overtime hours paid rather than for overtime hours worked.

Example: An employee who works for eight (8) hours on Saturday at the rate of time and one half will be recorded with twelve (12) hours, and an employee who works eight (8) hours *on* Sunday at the double time rate **will** be: recorded with sixteen (16) hours, and further an **employee** who works eight (8) hours on a paid **holiday** will be recorded with sixteen (16) hours.

(b) The overtime records shall be made available to the employee, the employee's Steward and the employee's Plant Shop Committeeperson for inspection to the extent reasonably necessary for such employee, Steward, or Plant Shop Committeeperson, to ascertain the overtime status of such employee.

(c) The departmental overtime records shall be pasted in each department, and will be updated weekly.

## Records — When Adjusted

### Notice

5. (a) Any **employee** who is given notice of overtime work while at work and who refused the overtime shall, for the purposes of the record, be charged as having worked.

(b) Any **employee** who is given **notice** of overtime work while not **at** work and **who** refuses the overtime, **shall**, for the purposes of **the** record, not be charged as **having** worked. If such employee accepts the work assignment and fails to report the employee will be charged as having worked.

(c) In the event the Corporation in its endeavours is unsuccessful in giving notice, the employee **shall** not be charged in the record. Such attempt by the Corporation shall **fulfill** its obligation towards the employee insofar as this turn at overtime is concerned.

### Entering a Department

(d) An employee other than skilled trades on returning to work: after an absence of thirty (30) days or more for any reason except vacation shall [except as hereinafter provided in Subsection (g)] have recorded against the employee's name in the overtime records the number of hours which is equal to the greater of (i) the average number of overtime hours of the department or (ii) the number of hours charged against the employee immediately prior to the **commencement** of the absence.

An employee other than skilled trades on entering a department by being hired or transferred shall [except as hereinafter provided in Subsection (g)] have recorded against the employee's name in the overtime records the average number of overtime hours of the department.

The average number of overtime hours is to be computed weekly. The overtime hours of Union Representatives will not be used or recorded in computing the average overtime hours for any

**department.** When an employee ceases to be a Union Representative said employee shall assume the average number of overtime hours of the (employee's department and **participate** in overtime distribution in the **regular** manner.

(e) A skilled trades employee on returning to work after an absence of thirty (30) days or more for any reason except **vacation** shall [except as hereinafter provided in Subsection (g)] have recorded against the skilled trades employee's name in the overtime records the number of hours which is equal to the greater of (i) the average number of overtime hours of the classification or (ii) the number of hours charged against the **skilled** trades employee's name immediately prior to the commencement of the absence.

A skilled trades employee on entering a classification in a department by being hired or transferred shall [except as hereinafter provided in Subsection (g)] have recorded **against** the skilled trades employee's name in the overtime records the average number of overtime hours of the classification.

The average number of overtime hours is to be computed weekly. The overtime hours of Union Representatives will not be used or recorded in computing the average overtime hours for any classification. When an employee **ceases** to be a Union Representative said employee shall assume the average number of overtime hours of the employee's classification and participate in overtime distribution in the **regular** manner.

### **Employees on Loan**

(f) Any employee on loan to another department and **who** works, or **is** offered overtime in such other **department** shall have such overtime charged to the employee's record.

### **Temporary Layoff**

(g) An employee, returning to the department after a

temporary layoff regardless of its duration will retain the same number of recorded overtime hours that said employee had at the time the layoff commenced.

### **Model Change**

(h) In the case of other than skilled trades only the overtime records will be suspended for each department as each department completes its work on the old model. From this point up until the point the Corporation converts the recall for the new model from a departmental basis to a plantwide seniority basis, interim overtime records will be instituted and overtime will be distributed according to the same general principles as are outlined in this Memorandum. With the conversion to plant-wide seniority, the interim records shall cease and the suspended overtime records will be revived and shall form the basis for future distribution of overtime in the department.

### **Whole Department Scheduled**

(i) In the case of other than skilled trades where the same amount of overtime is scheduled or made available for all employees in a department on the same day, no entries need to be made in the record because the standing of the employees would not be altered.

(j) In the case of skilled trades where the same amount of overtime is scheduled or made available for all employees in a classification in a department on the same day, no entries need to be made in the record because the standing of the employees would not be altered.

### **Augmentation**

6. When it is necessary to augment from another department for overtime purposes it is understood that the Corporation will endeavour, where reasonably possible, to use those employees from that other department who have the least number of recorded overtime hours, provided they can satisfactorily perform the work to be done.

**MEMORANDUM OF UNDERSTANDING  
SPECIAL, CONTINGENCY FUND**

ENTERED into this 15<sup>th</sup> day of September, 1993

BETWEEN:

Chrysler **Canada** Ltd., referred to hereinafter as "**Corporation**"

AND

**CAW** Canada and its Locals No. 444, 1090, 1459 and 1285 (**Bramalea**), said **CAW** Canada and said Local Unions being referred to jointly hereinafter as "Union",.

The Company and Union agree that:

1. The Special Contingency (SC) Fund **will** be continued during the term of the 1993 Collective Agreement.
2. Such SC **Fund** will equal an accrual by the **Company** of **\$1.00** per overtime hour worked by all covered **employees** in excess of five **percent (5%)** of straight time hours worked by such covered employees for all pay periods commencing prior to October 1, 1993 and **\$2.00** per overtime hour worked by all covered employees **in** excess of five percent **(5%)** of straight time hours **worked** for all pay periods commencing after October 1, 1993.
3. During the term of the 1993 Collective Agreement, the: SC Fund will be **utilized** only in support of the Supplemental Unemployment Benefit (SUB) Plan, the Legal **Services Plan** and to finance thenegotiated Child Care programs, and then only if needed. At any point in time the **Special Contingency Fund Balance shall be equal** to the cumulative **accrual** calculated in **Section 2** above, less the cumulative **utilization** calculated in this Section **3**. The **cumulative** accrual and **utilization shall include balances** carried forward

from prior Agreements.

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 **3.33** to **5** Units for Employees with 1 but less than **5** Years of **Continuous** Service the Corporation **will** make weekly contributions to the **SUB** Fund from **the** balance of 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 1993** Collective Agreement period, the **parties** would negotiate the usage of any balance then **remaining** in the Special Contingency Fund.

#### **MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY**

This Memorandum of Understanding supplements the Production and **Maintenance** Agreement between Chrysler Canada Ltd. and the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (**CAW-Canada**), and certain of its Local Unions, as follows:

**WHEREAS**, no subject is of **greater** concern to the Corporation and the Union than the physical well-being of employees in **Chrysler's** plants, and in our recent **negotiations** no subject received or deserved a higher priority than promoting **safe** and healthful working conditions in the plants; and

**WHEREAS**, the parties agree that an on-going program, in which both will participate and cooperate, will aid in achieving this objective,

NOW, **THEREFORE**, it is hereby agreed as follows:

A Local Joint Committee on Health and Safety, **hereinafter** referred to as the Local Committee, will be **established** in each plant, consisting of two **(2) certified** representatives **appointed** by the Plant Management and two **(2)** certified representatives appointed by the **President** of the Local Union. The two members from the Union will be **the** two Health and Safety Representatives in those locations which have **two Full** time **Health and** Safety Representatives. In those locations which have one Full time representative, the second member of the committee will be the alternate Health and Safety Representative. The President of the National Union, **CAW** shall advise the Corporate Labour Relations **Staff** in writing of the names of these appointees and the plant in which **each** is assigned. No Union member of a Local Committee shall function as such until the Corporation **is** so **advised**. The Union members of the Local Committee **shall** serve an indefinite term and shall be replaced only with the concurrence of the National Joint Committee on Health and Safety as hereinafter provided for. **The Union** members will receive training as outlined hereinafter, without cost to said Union member. The Local Committee: shall:

(a) -- ~~Meet~~ at least once each month or may **meet weekly** at a mutually agreeable time and place to review health and **safety** conditions **within** the plant and make **recommendations** in this **regard** as **they** deem **necessary** or desirable. A summary list of items discussed shall be provided to the Union members of the

Local Committee..

The Health and Safety Representative in carrying out his duties will follow the direction of the Local Union **Officers** and the **Plant** Chairperson and shall:

(a) — Make weekly ~~systematic inspections of~~ the plant, as provided hereinafter, to assure that there is a safe, healthful and sanitary working environment in each plant.

(b) — Accompany **Governmental** Health and Safety inspectors and National Union Health and Safety professionals on plant inspection **tours**. Also accompany Corporate **Health** and Safety professionals on regular surveys at the plant and surveys requested by the Union. Advance arrangements should be made to permit participation in such surveys.

(c) — Be notified in advance, whenever possible, of health and safety inspections by Government or private agency officials or by consultants retained by the Corporation, and be afforded an opportunity, to provide any pertinent information to such officials or consultants.

The Local Committee shall:

(a) — Receive copy of employer's report to **W.C.B.** (Form **7**) of all accidents or work related illness cases that require medical attention **as prescribed** by legislation, ~~review/receive upon~~ request results of the plant safety investigation of such accidents and make any necessary *or* desirable **recommendations**. Investigate work related fatalities and serious accidents. When such **events** occur during the **2nd** or **3rd** shift, the Management will notify the Union Health and Safety Representative and the National Coordinator, inform the Union member of the facts, and arrange upon request, for the Union Health and Safety Representative and the National Coordinator to enter the plant and investigate such events.



(b) — Receive a copy of the plant's report on injury and illness data and the plant's employee hours worked and the incidence rate for the pertinent period. <sup>6.5</sup>  
3  
p. 15-6

**The** Union Health and Safety Representative shall:

(a) — Review, recommend, and participate in local safety education and information programs.

(b) — Where necessary, measure noise, humidity, and air flow with approved direct reading equipment provided by the Corporation as **set** forth hereinafter. The Union Health and **Safety** Representative shall also use, or observe the use of appropriate industrial **hygiene** and safety testing equipment as **required**.

In **the** event the Union Health and Safety Representative is absent for one **(1)** day or more, the member may be replaced by an employee who has been designated as the regular replacement by the National Union with the **concurrence** of the **National** Joint Committee on **Health** and Safety, provided, where **possible**, the Union Health and **Safety** Representative has given local Management **advance written** notification of the **expected** absence of the regular **Union Health** and Safety Representative; As soon as practical **following** the effective date of this Agreement, the **National** Union shall **provide** to the Corporation the names of the **employees** who have been 'designated by the National Union as regular replacements.

It is understood that the Union Health and **Safety** Representative on each Local **Committee** who does not qualify under the schedule herein **to** perform these functions forty **(40)** hours per **week** has a regular job to perform and that the **Union** Health and Safety **Representative will** advise the Supervisor concerned on each occasion when it is necessary for the **Union** member to leave the Union member's regular job in order to function as a member of the Local Committee. The Union Health and Safety **Representative** on the Local Committee shall be permitted to meet in the regular meeting of the Plant Shop

(Committee **and**, at the request of the Local Union President, attend Special Conferences during the portion of such meeting or conference when **health** and safety issues or grievances thereon are discussed.

It is understood that the Union Health and Safety **Representative** on each Local Committee will be paid only for **such** time spent in performing these functions as occurs during the **time** when the Union Health and Safety Representative is **otherwise** scheduled to work except as provided by legislation.

**Each** plant will make available to such Union Health and Safety Representative a **place** in an office where the Union Health and Safety Representative can write reports or review health and safety material. In addition, the Union Health and Safety **Representative will** be provided (a computer/printer assembly **plants** only at present) and a lockable **filing** cabinet or drawer to keep health and safety material.

**The Union** Health and Safety Representative **shall** be **scheduled** to function for overtime, during plant **layoffs**, model **change** or a plant **rearrangement** when **75** or more of the **employees** on the **Health** and Safety Representative's shift including outside contractors and vendors are working.

The privilege of the Union Health and Safety Representative of a **Local** Committee to perform these duties during regular working hours is **subject** to the conditions **(i)** that the time be devoted to the prompt handling of matters which are: proper pursuant to the terms of the Memorandum or existing legislation **and** the privilege shall not be abused **(ii)** that if it is necessary for a Union Health and Safety Representative of a Local Committee to speak to an employee about a health and safety matter the Union Health and Safety Representative shall make prior **arrangements** with the employee's **Supervisor** to do so unless **authorized** by legislation.

The Union Chairperson as designated by the National Union of a Local Committee shall be assigned to the first shift and shall

be **subject** to the provisions of Section (14) of the **1993** Production and Maintenance Agreement.

A National Joint Committee on Health and Safety will be established, consisting of **two (2)** representatives of the National Union appointed by the President, **National Union, CAW** and two **(2)** representatives of the Corporation appointed by the Vice President of Human Resources of the Corporation, herein referred to as the National Committee. Each party will appoint at least one **(1)** member who has professional training in industrial hygiene or safety. This Committee shall:

(a) — Meet at least quarterly at mutually agreeable times and places. Minutes will be prepared for each meeting and a copy given to the National Union members.

(b) — **Receive** the Corporation's safety and health programs and make necessary or desirable recommendations.

(c) — Develop and recommend to the Corporation an appropriate annual training program to be established for Union members of **the** Local Committees.

(d) — **Develop** and recommend to the Corporation **guidelines for employee training and education**;

(e) — Review and **analyze** federal, provincial or local standards or regulations which affect the health and safety programs within the Corporation.

(f) — Review problems concerning serious or unusual situations affecting plant **health** and safety and make necessary or desirable recommendations.

(g) — Receive, review and **analyze** the injury and illness data for all plants with corresponding employee hours worked and incidence rates. Such information for all plants will be provided.

(h) — **Receive** and deal with matters referred to them by

**Local Committees.**

(i) — The foregoing to be done with a view to giving guidance to the Local Health and Safety Committees.

The Corporation **recognizes** its obligation to **provide** as safe and healthful a working environment for **employees** as it reasonably can and both parties agree to use their best efforts, jointly, to achieve that end. Responsibility **for health** and safety matters remains, however, with the Corporation.

The Corporation agrees to:

(a) — Provide the necessary or required personal protective **equipment**, devices and clothing at no cost to employees.

45/3  
(b) — Provide equipment for measuring noise, humidity, **temperature** and air flow which **will** be available for use by the **Local Committees**. **Requests for chemical, physical and biological exposure monitoring will** be: reviewed with an **Industrial Hygienist**. Sampling may be conducted by the **Industrial Hygienist** or by a **member** of the Joint Health and Safety **Committee** under the **direction** of the **Industrial Hygienist** when **deemed** appropriate. Proper arrangements shall be made to permit the Union Health and Safety Representative of the **Local Committee** to use the **safety** and industrial hygiene equipment available to the Management **members** of the **Local Committee** and in which the members of the **Local Committee** **have** received training.

(c) — Provide **40** hours annual training for members of the **Local Committees**, the Company to pay for lost time and **registration** where necessary. Also provide appropriate education and training in health and safety **for** all employees. In addition to **initial instruction**, members of the **Local Committees** **will** receive **specialized** training appropriate to the nature of the work **performed** in their plants. The National Union Health and Safety **Department** will be provided the opportunity to review and

participate in such training or instruction programs and make **necessary** and desirable **recommendations**.

(d) — Permit the Union Health and Safety Representative of the **Local** Committee to participate in and observe Management measurement or sampling of the occupational environment, including, breathing zone **samples**, the results and **recommendations** of which will be given to the Union members of the Local Committee, in writing, and ~~the~~ results will be Posted as prescribed by **legislation**. The Union Health and Safety **Representative** will take appropriate steps to inform **all** employees affected. Where corrective action is required the Union members of the Local Committee will be informed of measures to be taken. Results of all breathing zone and appropriate area air samples **will** be entered in ~~the~~ employee's medical records. Such results shall be provided upon request to the employee or the employee's **authorized** agent as prescribed by legislation.

(e) — Provide in writing to the Union members of the Local Committees and on request, the **National** Committee any process of biological, chemical or physical agents or combination o f such agents used or intended to be used in the work place, including those in use by outside contractors, and the manner of use including::

(1) the ingredients considered hazardous in keeping with federal and provincial legislation thereof stating their full chemical name or names.

(2) the composition stated in percentage ranges as legislated **where** appropriate and the properties thereof.

(3) the toxicological effect thereof.

(4) the effect of exposure thereto whether by contact, inhalation or ingestion.

(5) the protective **measures** used or to be used in respect thereof.

(6) the emergency measures **used** or to be used, including

a **description** of the remedies and antidotes to deal with exposure in respect thereof.

(7) the effect of the use, handling and disposal thereof.

When a need **arises** that `` Full Chemical Information' ' on a product is required, every effort will be made to obtain such **information**. The information received **will** be shared **with** the **Local** Committee for purposes of hazard assessment and shall be protected as legislated.

Provide written notification to the Local Health and Safety **Committee** of any ongoing changes in the make-up of chemical products used in the plant.

(f) — Provide competent staff and medical facilities **adequate** to implement its obligation as **outlined** in (g) below.

(g) — Provide to employees who are **exposed** to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations **and** other appropriate tests including audiometric examinations, at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests required for employees in jobs with special physical requirements.

The Plant Doctor will be available to discuss privately with an individual employee the medical results of tests **performed** by **the** Company.

(h) — Arrange for regular surveys of each plant by the Corporation's Industrial Health and Safety Staff and provide special surveys at the request of either a plant management or the National Union. Such **survey** reports and recommendations will be provided to the National Union, the National Health and Safety Committee and to the Union members of the Local Committee. The Union Health and Safety Representative of the Local Committee shall be allowed to accompany health and safety specialists whenever **hired** by the Corporation to perform the **functions** normally performed by the Corporation's Industrial Health and Safety Staff. **Such** specialists reports and

**recommendations** will be provided to the National Union, the National Health and Safety Committee and to the Union members of the Local Committee.

(i) — Provide access, upon reasonable notice, to all Corporation plants and locations to health and safety representatives of the National Union. **Reports** on such surveys will be provided to the Corporation.

(j) — Provide to the Union members of the Local Committee and to the National Committee prompt notification of fatalities and serious accidents. Upon **making** proper arrangements, immediate **investigation** may be made of such events by the National Union's health and safety professionals upon **request**.

Management shall also advise **H&S** Committees and the National H&S Coordinator of fatalities and critical **injuries** occurring in Chrysler U.S. facilities within 2 days of Chrysler Canada being **notified**. **Additional** information will also be distributed in writing as **received**.

(k) — Provide monthly to the National Coordinator a summary of the: Accident Frequency and Severity reports for each location.

The Union **agrees** to maintain in a **confidential** manner any statistical data or proprietary information supplied to it under the terms of this Memorandum of Understanding.

On the first shift each Thursday (or, if Thursday is not a scheduled workday, another appropriate day) of each workweek, the Steward in each district of each plant, and/or the appropriate member of the Plant Shop Committee for such district, will conduct a tour to determine whether safe, healthful and sanitary conditions are being maintained. The Union Representative shall **report** to the Union Health and Safety Representative of the Local Committee any conditions which the Union Representative believes to be **in** need of correction.

**(1) Joint National Environmental Committee**

During these negotiations the Company demonstrated its concern for the environment by outlining the programs and policies which are in place in the plants and offices.

As well, the CAW has become deeply involved in environmental issues, at both the National and local levels.

Therefore, it is agreed that to demonstrate this joint interest a **National Environmental Committee** will be established by the parties. The committee will consist of two people, the National Health & Safety **Co-ordinator** and a Representative designated by the President of the National Union for the CAW and two people, the Manager of Health & Safety and Manager of Environment representing **Chrysler** Canada.

The National Committee shall:

- Meet 3 times annually at mutually agreeable **times** and place to review and discuss issues involving the environment, recycling and energy **conservation** which **pertain** to Chrysler Canada **employees**.
- Develop and issue a joint statement regarding the environment, **recycling** and energy conservation pertaining to Chrysler **Canada** employees.
- **Discuss** and make recommendations regarding possible future programs for the plants and offices **concerning** the environment, recycling and energy conservation.
- Promote and support ongoing **programs** in the plants and **offices relating** to the environment, recycling **and**
- Receive and **discuss** appropriate issues referred to them by the



plants and offices.

- Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
- Discuss **other** duties and responsibilities of this Joint Environmental Committee at its regular meetings as jointly agreed on.
- Be agreed by the parties that this committee and its functions **will** not be adversarial and its clear purpose is to promote environmental awareness of **all** Chrysler Canada workers.
- Be **agreed** by the **parties** that environmental issues and statistics pertaining to Chrysler Canada discussed at this committee are to **be** held confidential if so requested by any member.

One year after the formation of this committee the parties must **agree** to continue **its** operation.

## **(2) Journeyman/woman Health and Safety Training**

**During** the current negotiations, the parties discussed safety training for Skilled Trades personnel. The importance of proper training in **such** matters was acknowledged and the parties agreed that adequate safety training should be **provided**.

The value of the present training programs (i.e. job hazard analysis, **5-minute** safety talks and safety procedures) were **recognized** and the Company agreed to place emphasis on improving their presentation.

The Company **is** willing to continue to train journeymen/women during the current contract and **realizing** the value of the experience to be gained from apprentice health and safety training, promises to implement journeymen/women safety training for newly hired journeymen/women.

It was **agreed** that consistent with the needs of each plant, up to **40** hours of Health and Safety training will be provided each new journeyman/woman as soon **as** reasonably practicable **after** employment.

The National Health and Safety **Committee** will provide guidance to the **Local** Health and Safety Committees 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.

### **(3) Apprentice Health and Safety Training**

During the current negotiations, the parties discussed safety training for skilled trades apprentices. The importance of proper training in **such** matters was acknowledged and the **parties** agreed that **adequate safety** training would be provided, consistent with the requirements at **each** plant, to all **apprentices** of up to eighty **(80)** hours duration. The method of providing this safety training will be **jointly** established locally and will be **reviewed** by the Local Joint Apprenticeship Committee and the Local Health and Safety Committee. A copy of each revised schedule of shop training and related training incorporating the safety training will be **forwarded** to the National Apprentice Committee for approval. The National Health and Safety Committee will provide guidance to the Local Health & Safety Committees 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.

### **(4) Committeeperson Health and Safety Training**

During the recent negotiations the parties discussed the safety training needs for plant shop committeepersons.

The parties agreed that every plant will undertake a safety training program in order to assist the plant shop committeeperson to be even more effective in achieving health and safety results in the Committeeperson's **area**.

To assist the Committeeperson in this regard, it was agreed the Committeepersons will participate in the **Journeyman/woman Health and Safety Training Program** and all pertinent Health and Safety Training Programs presented to **hourly** personnel in **their** plant. The Committeeperson's alternate will be allowed to function during the period of time that the Committeeperson is in **the** classroom.

## **(5) Steward Health and Safety Training**

During the recent negotiations the parties discussed the need for additional training of plant Stewards.

The **40-hour Journeyman/woman Health and Safety Training Program** will be offered to the #stewards who have not received **the** training and the stewards' alternates will be allowed to function during production shifts when the steward is in **attendance** at the **training**.

The parties also agreed that every plant undertake a safety training program in order to assist the plant Steward to be more **effective** in maintaining safe and healthy conditions in the area.

This training program **will** be: developed at the National Level **and** will include Company health and safety procedures, **legislation**, ergonomics and procedures to address worker safety concerns and ways to reduce work refusals.

The training will not exceed twenty-four (**24**) hours and may be presented in increments of up to eight (**8**) hours as determined at the National Level.

It is further agreed that the training will be coordinated by the Local Joint **Health** and Safety Committee in the plants. It is further understood that during a regular production shift, the Steward's alternate would function.

In the event the Health and Safety Representative of the Joint

Health and Safety **Committee** attended or participated in the training, time spent would not be counted as part of the allowance under the Collective Agreement.

### **(6) Alternate Health and Safety Representatives - Training**

At recent negotiations Health and Safety Representative **alternates** were discussed.

In order to **aid** the Health and Safety alternate to function with confidence and with a knowledge of legislative requirements and hazard **awareness**, the **parties** agreed that Health and **Safety** alternates would receive the: **40-hour** Journeyman/woman Health and Safety Training course.

Where the Health and Safety alternate is a regular member of the Joint Health and Safety Committee, he/she **would** be entitled to receive Joint Health and Safety Committee training.

### **(7) New Employee Health & Safety Training**

During the current negotiations the Company and the Union **discussed** Health and Safety training for new **employees**. The parties agreed that such training will include, but not be limited to, the employee's rights and **duties** under provincial legislation and the role of the Local Joint Health and Safety Committee.

**Recognizing** that each plant may **utilize** independent means to achieve appropriate safety orientation, the **Local** Health and **Safety** Committee may **make** recommendations regarding content and **presentation**.

When classroom training is presented, a **CAW** instructor shall participate.

New employees will be paid at the appropriate rate.

## **(8) Health and Safety Certification Training**

During the 1993 negotiations the parties **agreed**, that given the existing training structure and developing training policy at Chrysler, certification training using the Workplace Health and Safety Agency **Core Certification Training Program** will be given to the full Joint Health and Safety Committees at **all** locations.

**CAW/Chrysler** instructors who have been certified by the Worker Health and Safety Centre, will conduct one training session in the Windsor area and one **training** session in the Toronto area to accommodate the Joint Health and Safety Committee members from **all** Chrysler locations.

**When** further certification training is necessary due to a change in the committee, the new Joint Health and **Safety** Committee member **will** be trained locally.

## **(9) Job Hazard Awareness**

During negotiations the **parties** discussed the Company's method of **providing** to the employees information regarding the hazards associated with their particular job.

The procedure known as Job Hazard Analysis is **recognized by** Management and **Union** alike **as** the best way of providing and recording the **employee's** understanding of job hazards.

Such instruction meets the **Supervisors** duty as legislated and should be presented before starting the job,

The parties also discussed the Company's program with respect to periodic safety talks with employees. These talks which are usually conducted by members of plant supervision serve the purpose of reminding the employees of **the** importance of safe work practices and encourages awareness to potential hazards in the workplace. Both parties share the view that conditions, **equipment** and processes differ by plant and that **safety** talks must

of necessity be handled on a plant-by-plant basis.

The parties are aware that many **individual plants** have developed safety talk procedures which are effective in their design and manner of presentation and which in some cases, make use of **recording** and other mechanical devices. The review of these programs is a proper **subject** for discussion by the National Committee so that this; information may be communicated to other Chrysler Plants for their evaluation.

Further, the parties agreed that the content of safety talks and method of delivery will be addressed by the Local Health and Safety Committees and that they may develop and recommend specific materials for inclusion in the program.

#### **(10) CPR & First Aid Training**

During the current negotiations, the parties discussed **the value** of **CPR** and fist aid training as a precaution against emergencies that may arise in the plants during both production and maintenance hours.

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 twenty-five. **In** addition to this number, Committeepersons and Stewards may attend.

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 National Joint Health and Safety Committee and that they may develop and recommend **specific** materials for inclusion in the program.

## **(11) Protective Clothing and Personal Protective Equipment (P.P.E.)**

In the course of the current negotiations between Chrysler Canada Ltd. and the CAW, we have advised you that it is the policy of the Corporation. to issue protective clothing and P.P.E. on the basis of the need for such clothing and P.P.E. on a particular job.

In making the determination of the need for protective clothing and P.P.E. consideration must be given to factors such as safety and job requirements.

Management informed the Union that it would be contrary to Corporation policy for its supervisors to indiscriminately and capriciously withdraw protective clothing and P.P.E. which had been issued in accordance with the principles outlined above. The Corporation's policy is that protective clothing and P.P.E. may only be withdrawn with the discontinuance of an operation for which it had been issued or where the conditions for which the protective clothing and P.P.E. was issued no longer pertains or where the issuance or retention is no longer consistent with the basic policy statement outlined above.

Where appropriate the Supervisor must properly instruct the worker on use, fit, care and storage of P.P.E.

Each location may develop a program to provide to employees external appliances, i.e. wrist, elbow or knee braces when the need is recognized by the Company Doctor. It should be recognized that these appliances are not a permanent solution to the problem.

When such a device is prescribed the Doctor will advise the plant to review the operation for possible ergonomic improvement, through the Joint Health and Safety Committee and plant Ergonomist.

Complaints arising in connection with the administration of the

foregoing should be taken up with the supervisor, and, if unresolved, with the Labour Relations Supervisor.

## **(12) Safety Glasses**

The Corporation will provide prescription safety glasses to seniority employees and temporary **part-time** employees after **working 90 shifts** 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 Corporation will replace such glasses if damaged by a cause attributable to the employment or if the **employee** presents a new and different prescription **from** the doctor or optometrist. The Corporation will establish the standards and **specifications** for the frames and lenses and will select the manufacturing source.

The parties agreed a wider selection of frames and colours would be desirable.

It was agreed, **after** negotiations, effort would be made to increase the available frame selection within the limitations of our safety approval and **competitive** purchasing policies.

**Further** the parties agree that a **100%** Eye Safety Program is desirable in certain plants and areas and the Union will support such programs where they are warranted for safety reasons.

## **(13) Safety Shoes**

During the recent negotiations the parties discussed a subsidy towards the purchase, of **safety** shoes. The Company **agreed** to pay **seniority** employees actively at work up to seventy-five dollars towards the purchase of **safety** footwear from Company-approved 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 sixty-five dollars, the **amount** paid by the



**Company** 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” and **T.P.T.'s**, **will** not be entitled to **participate** in this program.

#### **(14) Chemical Hazard Training**

During the course of negotiations the parties agreed **that** chemical **hazard** training would be provided to those employees who have not yet been **trained**.

It was **also** agreed:

- (a) the program is a joint effort
- (b) training information was jointly established
- (c) classroom training is used at each location
- (d) Training Time - 8 hours of basic training plus pertinent hazardous material **modules** of **30** to **45** minutes each.

#### **(15) Hands Out of Point of Operation**

During negotiations the parties discussed the **Corporation's** policy **with** respect to eliminating the danger resulting from the **necessity** of employees **exposing** their hands to the dies in a power press *or* similar equipment.

The ultimate objective of the Corporation is to eliminate through engineering and process development the **need** for operators to expose their **hands**. **Where** the need continues to exist, **appropriate** safeguards are employed, such as hand **tools**,

brake monitors, safety blocks, sensing devices, lockout procedures, mechanical interlocks, guarding, and dual operator controls.

To further enhance protection, when process or engineering changes are planned the **Health & Safety Representatives** will be consulted and may make **recommendations** to management for **improvement**.

### **(16) Health & Safety – Working Alone**

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. Each local Health and Safety Committee shall assess the work activities in their plant to determine those **specific** work activities they consider hazardous for working alone and shall 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.

A Working Alone procedure will be developed at the National Level which will provide guidance for development of local procedures.

### **(17) Lockout/Tagout Program**

During the current negotiations, the parties discussed the Corporation's **Safety Mandatory Instruction SMI 107** - "Procedure for **Neutralizing** and **Locking Out** Energy Sources for Machinery Equipment and Facility Services." and specific

plant lock-out procedures. It is **recognized** by both **parties** that an **effective lockout/tagout** program can only be implemented at the plant **level**. In order to remain effective, this program must be **reviewed** and **reemphasized**.

It was agreed a formal **Lock-Out** Training Program will be jointly developed at the National Level which will be an 8 hour program.

The Corporation will instruct the management of each plant to review the plant's **specific** lockout procedures program with the Local Joint Committee on Health and Safety and a member of the plant Shop **Committee**. It is understood that the Local Health and Safety Committee may discuss **the** procedures with plant management and develop them further **to meet** legislative requirements. There shall be an effective **lockout/tagout** program in each plant and any and all employees **required** to work on machinery, equipment or systems where **lockout** is required shall receive training in accordance with the program.

It is understood the formal Lock-Out Training Program will **prepare users** of the **procedure** for generic lock-out application. For complex equipment employees using specific lock-out procedures will receive instruction from their supervisor. Further, users of plant lock-out procedures will receive one hour refresher instruction annually.

#### **(18) New, Rebuilt or Relocated Equipment**

During current negotiations the parties discussed the Union concern **regarding** the timely installation of necessary safety measures on new, rebuilt or relocated equipment.

The Company shares the Union's concern and assured the **Union** that it will give priority to such necessary measures on new and relocated equipment where these **measures** are required to protect the health of employees.

Proper guarding will be in place and adequate training will be provided to the operator to protect the operator's safety.

It is a Company **policy** to encourage members of the Joint Health and Safety Committee to inspect, when: practicable, such installations prior to start up with a view to providing recommendations to **Management**.

The Company will continue its present: purchasing specification of **85dBA noise level** for any new equipment. Plant personnel will make **every** effort to insure that any equipment built in house will also adhere to the **85dBA** requirement where practicable.

## **(19) Ergonomics**

During the current negotiations the parties discussed the value of the application of Ergonomics in the Chrysler plants.

The Company assured the Union that it is **committed** to efforts, where feasible, to improve the interface of employees with the workplace. Accordingly, each Plant Manager will designate an Industrial Engineer, or another qualified member of Management, to have responsibilities for Ergonomics. In carrying out job station design at **introduction** of new process or procedure or the **changing** of job assignments all Industrial Engineers shall use an Ergonomics check **list**. The check list will be explained to the **JHSC before** its launch when they may make recommendations. **The** check list may in the future be **computerized**. The Local Health and Safety **Committees** will address Ergonomic concerns on a continuing basis with this plant Management designate.

In **1990** the Local Health and Safety Committees received **40** hours of ergonomic training with a view to raising committee awareness to ergonomic problems.

When new Health and Safety Representatives are **appointed** or **elected** the National **Committee** will make arrangements for their training internally.

It is intended the Local Joint Health and Safety Committees will address ergonomic needs on a priority basis and work progressively toward improving workplace/employee interface. When an ergonomic concern is beyond the scope of the parties and requires further expertise, a consultant may be hired to evaluate the problem. When the parties agree upon ergonomic solutions, they will be implemented on a priority basis.

In addition, where New Technology is to be introduced into a plant, the Joint Health and Safety Committee will be given the opportunity to review the technological changes and to make recommendations with respect to Ergonomic concerns.

## **(20) Heat**

In our recent negotiations the parties mutually recognized the desirability of an orderly procedure for accommodating employee requests to be excused from work during periods of excessively hot weather.

During such periods it is the Corporation's general procedure to honour the requests of individual employees to be excused from work up to the number that can be spared.

When the number of employees requesting permission to be excused would, if granted, affect the efficiency of the operations, the Corporation is prepared to give full and complete consideration to a written request by the Union to the Plant Superintendent to suspend or shorten the scheduled hours of work.

In making its decision management will give due regard to the requirements of the plant, the existing conditions in the plant and the desires of employees. Consistent with the maintenance of efficient plant operations, every effort will be made to excuse employees in a reasonable time as replacements become available.

In our discussions today, we agreed that it would be useful fur

**representatives** of the Corporation and Union including the National Health and Safety **Co-ordinator** and Health and Safety Representatives to meet on or before May 15 in **each** year to discuss the **implementation** of the matters raised in this letter with a view toward maintaining normal operating schedules during periods of excessively hot weather.

During excessively hot weather, Plant Management may provide Electrolyte Replacement drinks to those employees affected.

## **(21) Heat Stress Index**



During current negotiations Heat Stress conditions for individuals and groups were discussed.

It was agreed that Plant Management will meet with the Plant Committee and Local Joint Health and Safety Committee to discuss ways of reducing Heat Stress as well as monitoring and communications.

The Heat Stress Index **recommended** by **ACGIH** and adopted by the Ministry of Labour is calculated using readings which include temperature, humidity, radiant heat and air **flow** and are compared with established allowable levels of Heat **Stress** which take into account work intensity and relief time.

When Heat Stress conditions prevail, the Local Joint Health and Safety Committee will monitor temperature and humidity and inform Management and **Union** of their findings.

Affected workers will be informed of such **findings** and appropriate relief measures including those developed by the Chrysler Medical Department will be employed.

Prior to conditions **exceeding** the **ACGIH** Index for Heat Stress, Plant Management and the Health and Safety Committee will meet with the Plant Committees and discuss options available

to **Management** in the event conditions worsen,

## **(22) Medical Surveillance Programs**

During the current negotiations the Union expressed a desire to be informed when safety related medical surveillance programs **are** being **conducted** at Chrysler locations. The Company stated to the Union that at the request of the National Health and Safety Committee **the** Plant Doctor will meet with and inform the Local Health and Safety Committee of these programs.

In addition, the Company Medical Director may attend National Committee meetings when specific discussion items are raised in advance by the Union.

It was **further** agreed immediately after negotiations the National Health and Safety Committee will meet **with** Company Medical **Director** with a view of establishing an internal **mortality** tracking procedure within the Medical Surveillance Program.

## **(23) Review of Medical Department Programs**

During current negotiations the Union requested the **opportunity to** review Medical Department programs at Chrysler Canada plants.

This letter will **confirm** that the **Company** is **prepared** to arrange for the Company Medical Director to meet with the National Health and Safety Committee, at a mutually agreeable time, to review Company medical programs and Policies. This review is limited to matters of non **accessibility** of medical records, medical department **organization**, compliance with Designated Substances Regulations, medical programs and policies, or other mutually **agreed** to issues submitted in advance of such meeting by members of the National Health and Safety Committee.

**Further**, the **Company** will provide one: copy of the **Corporate Occupational Health Services Manual** to the **CAW** National Health and Safety Coordinator with the clear understanding it is for the internal use of the National Coordinator relating to Medical Department Program; Review. The Manual provided will remain the property of the Corporation and **shall** not. be **reproduced**, published or distributed.

#### **(24) Confidential Medical Information**

During the current. negotiations the parties discussed the confidentiality and disclosure provisions **of the** Health Disciplines Act (Ontario).

The Company will instruct **its** medical **department** to review this matter with the National Health and Safety Committee at an early date with the objective of developing an understanding of the requirements of the: **Act**.

**In** the interim, it is understood that the Company's medical department will provide, upon request, and as prescribed by legislation and interpreted by the College of Physicians and Surgeons of Ontario to each employee or the employee's **authorized** agent, the results of any examination or treatment performed by the Company's medical department. Information of a personal nature may be released only at the discretion of the physician.

It is understood that the Union is not automatically an **authorized** agent as **described** in the Health Disciplines Act (Ontario).

#### **(25) Infectious/Communicable Diseases**

During the current **negotiations** the parties **discussed** the role of the Corporate Medical Department, the National Joint **Committee** on Health **and** Safety and Local Health and Safety



Committees in relation to **infectious/communicable diseases** in the workplace.

Management informed the Union that it **will** instruct the Medical **Department** to review this matter with the National Health and Safety Committee at an early date **with** the objective of developing acceptable procedures **on** notification, communication, education and medical review at all locations.

### **(26) Liquid and Air Supply Systems**

During current **negotiations** the Company agreed that, **within** six **(6)** months of the signing of this Agreement, it **will** provide to the National Health & Safety Committee the following information:

- (1) An **inventory** of all liquid and air supply systems.
- (2) An **Inspection/Preventive** Maintenance Program for each system.
- (3) Microbiological Programs for each system that include full chemical formulation for all compound used and usage records.
- (4) A medical review program for each location.
- (5) Emergency procedures for each location.

The foregoing to be: implemented in full consideration with local Joint Health & Safety Committees.

### **(27) Noise Abatement Program**

During the current negotiations, the parties **discussed** various **aspects** of noise abatement in the Company's plants.

It is evident that the problem of noise varies in kind and intensity in each plant. Thus, it is not feasible to establish a specific noise abatement program generally applicable throughout all the Company's facilities.

It was also agreed that a Noise Committee comprised of Union/Management **members** will oversee noise abatement across the plant. This committee will also make any **recommendations** to senior management, on a priority basis, of those areas deemed to be over the legislated requirements, and **assist** in the plans to undertake progressive improvements.

Management also **agreed** that a **consultant** may be engaged for purposes of assisting in the determination of recommended improvements.

The parties further agreed to conduct audiometric tests annually for 'those employees who work, on a **regular** basis, in areas where noise exceeds **85 dBA**. Further, permanent records of noise will be maintained at each plant location.

When new equipment is purchased the Company will continue its present purchasing policy of **85 dBA** with regard to noise.

## **(28) Chemical Information**

During: the current negotiations the parties discussed the need to have information on all hazardous chemicals before they enter the plant.

### **Toxic Use Control**

The Company supports the principle of toxic **use** reduction through its policy and programs. **Materials** and processes shall be formulated to **eliminate** wherever **feasible**, constituents that are considered potentially hazardous or that could **possibly** harm the **environment** or health of the customer or employee or adversely affect the occupational **safety** of an employee.

## **Hazardous Material Permit System**

The Company assured the Union that it intends, by means of its **Hazardous** Material Permit System to evaluate hazardous materials before introducing them into the workplace. This **program includes hazardous materials which a contractor would use on our premises and to which company employees would be exposed.** The Company will continue its efforts **in** this regard and the **Hazardous** Materials Committee will review local procedures for approval of all hazardous materials coming into the plant.

## **Hazardous Communication Sheets**

Additionally, the Company agreed that the management **and** union members **of the** Local Health and Safety Committee **will** be members of the Local Plant Hazardous **Materials** Control Committee, and that a copy of the local Hazard Communication Sheet Binder would be supplied to the Union member of the Local Health and Safety **Committees** for their use.

Binders will be updated promptly **after** receipt of revisions by Plant Management.

It is **understood** that use of these binders and the contents therein, and any other information provided, shall be limited to the purpose of evaluating a process, job or hazard and shall not be reproduced, published and/or distributed for any other purpose. In providing **Hazard** Communication Sheets, the Company agreed to provide information regarding chemicals, as listed in the Regulation Respecting Control of Exposure to Biological or Chemical Agents and the **WHMIS** list of controlled substances **along** with percentage ranges according to **WHMIS** by November **30, 1987**. Furthermore, where there is a specific concern regarding a hazardous material, the Local Health and Safety **Committee** will be provided with additional pertinent **information**.

### **(29) Chemical Data Link CCOHS**

During the current negotiations, the parties discussed the desirability of accessing the on-line **information** systems of the Canadian Centre: On Occupational Health and Safety and making this information available to Local Joint **Health** and Safety Committees.

Management **informed** the Union **that** it would, at an **early** date, complete the necessary arrangements with **CCOHS** to use this system at **all** plant locations. It also **informed** the Union that it would co-operate with the Union in conducting on site training for Local Joint Health and Safety Committee members and that as early as possible, as suitable terminals become available, arrangements **will** be made to make them accessible to **Local Joint** Health and Safety members.

### **(30) Records of Breathing Zone Exposure**

During the current negotiations the Company assured the Union that results of all breathing zone samples taken in our Canadian plants be entered in/on the employee's medical file.

Further where it has been established by a nurse or doctor because of a visit to first **aid** that an employee has had an exposure to a workplace **chemical** or process emission, the nurse or doctor **shall** enter the part number of the chemical and/or the chemical name on the **employee's** medical file.

### **(31) Canadian Health Research**

During the current negotiations the parties devoted considerable attention to the subject of occupational health within groups of Chrysler employees represented by the **CAW**.

The Company **recognizes that** there is value in health research and **will** pursue jointly with the **CAW**, proposals for occupational

health and engineering control research studies by reputable institutes and/or universities. **It was** understood that such research would be **funded** by other than Company **sources**.

Such proposals **should** be directed to the National Wealth and Safety Committee:.

### **(32) Preventive Maintenance**

During the current negotiations, the Company and the Union discussed problems **associated** with maintaining a safe working environment. The Company assured the **Union** of its continued recognition of the value of a sound Preventive Maintenance Program and the need to maintain, with priority, the high safety standards established for machinery and equipment.

The Supervisor in each work area continues to be responsible for **assuring** proper preventive maintenance and follow-up to provide a safe work environment. In addition, in order to assure that the implementation of safety-related maintenance work is followed up promptly, local Management will advise the Local Health and Safety Committee of the individual/ individuals who have the responsibility of **prioritizing** maintenance work assignments in relation to safety matters.

### **(33) Health and Safety — Use of Camera**

During the current negotiations, it **was agreed** that a plant camera be **provided** to the Local Joint Committee on Health and Safety and kept in a place where it is readily available so it can be used as an aid in conducting joint **investigations** and **inspections** where special circumstances dictate **the** need, such as where photographs are necessary to enable the Local Joint Committee to **adequately** explain or describe serious safety or health problems to responsible plant management. The **Local** Joint Committee may also **use** the camera to photograph health and safety items that are being referred to the National Joint

Committee on Health and Safety.

The camera will be made available for use by each member of the Committee and photographs jointly **reviewed** at the earliest **opportunity**. Such photographs shall remain the property of the Corporation and shall be for the **internal** use of the Local and National **Joint** Committees only and shall **not** be reproduced, published or distributed.

In those plants in which a video camera is **available** the Local Joint **Committee** on **Health** and Safety will be permitted **its** use as an aid in conducting joint investigations and **inspections** where **special** circumstances dictate the need, such as where a video camera is needed to **photograph** health and safety items that are being referred **to** the National Joint Committee on **Health** and Safety.

**Upon** request, the Union member **of the** Local Joint Committee on Health and Safety will be provided with a **copy** of video tape which relates to health and safety matters in the plant. Such video tapes shall remain **the** property of the **Corporation** and shall be for the internal use of the Local and National **Joint** Committees only and shall not be reproduced, published or distributed.

### **(34) Contact Procedure of Health & Safety Representative for Work Refusal**

In the event of a work refusal under the Occupational Health and Safety Act occurring on the same **shift** as the regular Health and Safety Representative, it will be our procedure to call the Health and Safety Representative.

Where a work refusal occurs *on* an off shift, the **Health** and Safety **Representative** will be notified by calling said Health and Safety **Representative** at a telephone number which is listed with Management for **that** purpose. If the Health and Safety Representative cannot be reached we **will** endeavour to contact the **designated** replacement provided said designated replacement too

has submitted a telephone number to Management.

**Should** we be unable: to reach the regular Health and Safety Representative, or the designated replacement, we will contact the Steward for the area who, from our experience, is usually present when a work refusal occurs.

### **(35) Official Safety Complaint Form**

At **recent** negotiations, the parties agreed where worker concerns for Health and Safety are **raised** with a Supervisor, an Official Safety Complaint Form:

1. **Will** be completed by the Supervisor when made aware of the problem.
2. The Supervisor **will** retain a copy of the Complaint form and supply a copy to the Area Manager concerned. The Area Manager/Superintendent must log and file all forms in the Division Safety Complaint Log Book.
3. The remainder of the form will then be sent to the Company **Safety** Coordinator.
4. The Company Safety Coordinator will log and track the Complaint form by number.
5. The Company Safety Coordinator will distribute copies of the form to the **service** function requested and the Union.
6. It is the Supervisor's responsibility to follow-up advising the worker of **progress** toward resolution of the Complaint.
7. When the Complaint is resolved to the satisfaction **of the** Area Manager/Superintendent, the Supervisor must send a copy of the form to the Safety Department for completion of the log entry.

8. The Official **Safety** Complaint Form will be **recognized** by Maintenance, Manufacturing, Engineering and other service divisions as **requiring** TOP PRIORITY.
9. Matters not resolved by this procedure **after** all steps have been followed may be **placed** on an agenda and presented by **the** Health and **Safety** Committee to the Manufacturing Engineering Manager/General Superintendent Maintenance or equivalent.

### **(36) Minute of Silence**

During the course of **these** negotiations the Union requested a minute of silence be observed in the plants **covered** by this Agreement 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** am. or at such time as **determined** by **local** plant management which will have the least impact on plant operations.

To **mark** the observance flags will be lowered to half staff.

### **(37) Lift Truck/Vertalift Driver Training**

During the current negotiations the parties discussed the value of formal Lift Truck Driver Training.

It was **agreed** the Training will be jointly approved at the national level and will be conducted in both classroom and practical **settings**.

The training is considered suitable for delivery by Management and **CAW** Instructors.

**Vertalift** (Zoom Boom/Scissor Lift) **Training** is also desirable. It is **recognized**, equipment varies from location to location and the training is best **developed** locally. The training will also be



conducted in both classroom and practical settings.

This training will become a **part** of the **Licencing** procedure in each plant.

Recognition is given for Lift Truck **training recently conducted** by Management and **CAW** plant trainers in some plants and a refresher course will be specially designed to ensure all drivers are competent under the **licencing** procedure.

**The** refresher course will be structured so that each driver will have had the equivalent of 8 hours training.

**Those** employees who will be included are those Material Handlers, Maintenance Workers and Janitors normally assigned to Lift Truck or **Vertalift** driving.

The combined **program** will be **developed** to suit the needs of specific **groups** and shall in no case exceed 8 hours in duration.

### **(38) Janitors/Booth Cleaners**

During the **1990** negotiations the parties discussed the value of Basic Health and Safety Training for **Janitors/Booth** Cleaners. It was agreed all Janitors/Booth Cleaners receive **40** hours Health and Safety Training.

The training **may** be divided into 8 hour modules and presented on a regular basis **throughout** the life of the agreement.

Training was developed nationally in **cooperation** with the local Health and Safety Committees and contained both generic and Plant **specific** training.

The National Health and Safety Committee will continue to **provide** guidance to ensure the nature and quality of content and method of presentation meets the intent of this letter.

### **(39) Aids Training**

At the recent negotiations it was agreed that a training module on AIDS was ~~developed~~ at the National level and that the training was presented to all Health and Safety Representatives during the 1990 contract.

The training was incorporated into the Joint Health and Safety Committee annual training and will not exceed three (3) hours. The module may be repeated as required at future Joint Health and Safety Committee: Annual Training sessions.

### **(40) Joint Health & Safety Committees Duties and Responsibilities**

During the current negotiations the parties discussed the desirability of further enhancing the effectiveness of the plant Joint Health and Safety Committees.

The importance of a high profile, non adversarial, Joint management of the plant Health and Safety programs to safeguard workers Health and Safety was recognized.

It is agreed the National Health and Safety Coordinator and the Manager of Occupational Health and Safety will meet shortly after negotiations to clarify the Joint duties and responsibilities of the committees in each plant and present these at the earliest opportunity at the Annual Joint Health and Safety Committee Training.

Recognized Committee duties and responsibilities, when shared, will further improve Committee relationships, promote growth of the committees success through making each committee person responsible for formal investigation, analysis, reporting and recommending improvements, in areas such as Accident Control, Hazard Recognition and Removal, Legislation Compliance, Corporate Health and Safety Policy and Program Compliance.

Through greater participation improved communication and greater responsibility for Health and Safety Committees Chrysler and the **CAW** will be **better equipped** to jointly **meet** the challenge of Health and Safety in the future.

#### **(41) Joint Statement on Health and Safety Work Refusals**

6/4  
p. 9  
During the current negotiations the Company and the Union reaffirmed their commitment to provide a **safe** and healthy workplace for employees. The parties agreed that practical solutions to health and safety concerns are best achieved by responding to such concerns in a prompt and cooperative **manner**.

The Company **recognizes** that the workers' right to refuse to work is clearly defied in **provincial** health and safety legislation and is: an integral part of employee rights in the workplace. However, the parties **recognize** the importance of resolving health and safety **concerns** before they become work refusals and without loss of production.

The Company expressed its concern over employee health and safety work refusals where Supervisors have no prior knowledge of such concerns or dangers. The parties acknowledged that in these cases it is detrimental to Company and Union efforts to protect the health and safety of workers. In addition, production lost during such refusals has a negative impact on the Company's competitive position and the job security of employees.

#### **(42) Substance Abuse/Drug Testing**

During **1993** negotiations, the Company and the Union had comprehensive discussions regarding the issue of employee substance abuse. In this regard, the parties agreed that the consumption of certain drugs and/or alcohol **may** impair an employee's health and endanger his/her safety, or that of fellow employees and the: public at large. As worker health and **safety**

are of paramount **concern** to the Company and the Union, the parties are committed to improving the well-being of employees and maintaining a safe workplace through the **effective** implementation of the Employee Assistance and Substance Abuse Program.

During these negotiations, the parties also discussed at **length** the issue of **mandatory** drug and alcohol testing in the workplace. In recent years, this issue has been the subject of considerable public debate and a number of legal cases in **various** jurisdictions. The parties **agreed** that the debate and **case** law in this area is still evolving and it is yet unclear whether such testing will be **unconditionally** supported by the courts.

Some **governments** have also introduced mandatory drug and alcohol testing laws for specific job functions. These laws **recognize** the **concerns** of a number of these legislators regarding the adverse **effects** of substance abuse on families, the workplace and the general public.

The parties acknowledged that as the public gains a broader understanding of the costs and dangers associated with substance abuse, other governments may also introduce such laws and apply them **more** broadly.

Prior to any introduction of such legislation in Canada, the Company will not introduce drug testing into the workplace.

### **(43) Computers**

During recent negotiations the parties discussed the **needs** of Union Health and Safety Representatives with **regard** to **improving** communications and **tracking** of information.

The Company will provide a computer complete with appropriate **software** for use by the Plant Union and Health and Safety Representative(s). Training on the use of the computers will be **provided** as soon as possible after placement of the

computers.

The Union assured the Company, Health and Safety Representatives **would** share in the work of the **Health and Safety Department** by **producing** standing **reports** and Health and **Safety** minutes. Further it was agreed the **Health** and Safety Representative **will** use the computer to track plant **Health** and Safety Audits as prescribed.

The computers are Company property and as such will be subject to **software** content audits. **Recognizing** cost impact on smaller plants the computers will be installed at Windsor Assembly **Plant**, **Pillette** Road Truck **Assembly** Plant and **Bramalea** Assembly Plant. When computers **become** available, Ajax Trim Plant and **Etobicoke** Casting **Plant** will be appropriately equipped.

#### **(44) Violence Against Women**

The parties **recognize** that women sometimes face situations of violence or abuse in their **personal** life that **may** affect their attendance or performance at work. **The** parties agree that when there is **adequate verification** from a **recognized** professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration **to** the **facts** in the case of each individual and **the** circumstances surrounding the incident otherwise supportive of discipline. This statement of **intent** is subject to a standard of good Faith on the part of the Company, the **Union** and affected employees, and will not be **utilized** by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

#### **(45) Communication of Workplace Harassment Policy and Procedure**

The joint Workplace Harassment Policy and **Procedure**

(Section 4 of the Production and Maintenance Agreement) will be detailed in the Chrysler Canada Ltd. Safety and Conduct Guide which will be revised and reprinted within six (6) months of the signing of the Collective Agreement.

Following the signing of the Collective Agreement, information regarding this new joint policy and procedure will be communicated to the workforce through local Union newsletters, Chrysler Canada Times articles, pay stub messages and bulletin board notices.

#### **(46) Optional Premiums/Union Dues Deductions**

During these negotiations there was discussion concerning the deduction of Union dues and Optional/Dependent Group Life Insurance Premiums from the same pay cheque and the financial impact this may have for the employee in certain situations.

It was agreed that Union dues will continue to be deducted from the first pay of the month. Optional and Dependent Group Life Insurance Premium deductions will be taken from the second or subsequent weeks provided there is sufficient earnings.

#### **(47) Benefit Plans Representatives**

The National Union CAW, may designate, a Benefit Plans Representative for each Corporation plant of 101 or more employees. The maximum number of hours per week in which each Benefit Plans Representative will be allowed to function shall be determined on the basis of the number of employees in the plant in accordance with the following schedule:

Plant Number of Employees	Hours Per Week
1501 or more	40
1500 to 1201	24
1200 to 601	16
600 to 101	8

Adjustments shall be made twice each calendar year in the maximum number of **hours** each Benefit Plans Representative will be allowed to function. **Adjustments** shall be effective **(1)** the second pay period in May, based on the **number** of hourly employees on the active **roll** in the plant on the third Wednesday of the preceding month of April, and **(2)** the second pay period in November, **based** on the number of hourly employees on the active roll in the plant on the third Wednesday of the **preceding** month of October.

1. The **Benefit Plans** Representative shall be **selected** by the National Union **CAW**, from among those hourly employees who have seniority under the Production and Maintenance Agreement and who at the time of **selection** are at work in the Corporation plant in which the **Benefit Plans** Representative **is** to function. The **Benefit Plans** Representative shall **represent** all employees at the plant represented by the Local Union from which said **Benefit Plans** Representative is designated with respect to the pension Plan, the Insurance Program and the Supplemental **Unemployment** Benefit Plan.

2. **Benefit Plans** Representatives shall carry out the duties of **Union** representatives specified in the Pension Plan, the Insurance Program and the **Supplemental** Unemployment Benefit Plan. Other **Union** representatives in the plant in which a **Benefit Plans** Representative has been designated shall not participate in benefit plan matters except insofar as any one of them has **been** designated to act as the second member of a local **committee** pursuant to the Supplemental Unemployment Benefit Plan. Duties of the **Benefit Plans** Representatives are:

(a) To function in place of the Chairperson of the Plant Shop **Committee** for the **purposes** of Article X Section **(3)** of the Pension Plan for the plant for which the Chairperson functions.

(b) To function as a member of the Local **committee** provided in Article **(V)** Section **(2) (b) 7** of the **SUB** plan.

(c) To discuss with designated representatives of plant management those questions regarding a benefit Plan or Program.

3. The **Benefit Plans Representative** shall not participate in the grievance procedure **and** those matters with which such **Benefit Plans Representative** deals shall not be subject to the grievance procedure but shall be subject to the review procedure specified in the **appropriate** Plan or Program.

4. A **Benefit Plans Representative** shall not function as provided herein unless and until the National Union (a) sends written notice to the **Corporation** of the **name** of the employee, the plant, department, and (b) until the Corporation advises the plant of the designation and the effective date thereof.

5. A **Benefit Plans Representative** shall cease to function as provided herein upon receipt of written notice from the National Union to the Corporation. Such notice shall include the same identification information **specified** in 4 above.

6. **Benefit Plans Representatives** shall be subject to the following:

(a) When a **Benefit Plans Representative** is permitted time away from work less than **40 hours** a week the designation of **the** time away from work shall continue to be made by mutual agreement between the Local Union and Plant Management.

(b) The **Benefit Plans Representative** shall report to the Supervisor concerned at the start of the shift and shall advise the Supervisor when wishing to leave work to handle a benefit plan matter and shall report to the Supervisor when **that** matter has **been** disposed of.

(c) If it is necessary for the **Benefit Plans Representative** to **speak** to an **employee** about a benefit plan matter, the **Benefit Plans Representative** will make prior **arrangements** with the **employee's** Supervisor to do so.



(d) The privilege of a Benefit Plans Representative to leave work during regular working hours without loss of pay is subject to the conditions (i) that the time be devoted to the prompt **handling** of matters, which are proper pursuant to the terms of **this** letter; (ii) that the privilege not be abused and (iii) that the **Benefit Plans Representative will** do the work which is assigned at all times **except** when it is necessary to **leave** work to handle benefit plan matters.

(e) The Benefit **Plans** Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee **in** the department and when so scheduled shall not function as a Benefit **Plans** Representative; provided, however, when more than **50%** of the **regular** hourly work force in a plant of **1501** or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under either Section **(63)** or Section **(64)** of the Production and Maintenance Agreement, the Benefit Plans Representative for that plant **will** also be scheduled to work and to function as a Benefit Plans Representative during such hours.

(f) During a temporary adjustment in a plant of **1501** or more **employees** the Benefit Plans Representative shall be **permitted** to perform the functions of the Representative's office when **fifty** percent (**50%**) or more of the people on the **Benefit** Plans Representative's **shift** are working.

**7.** The Benefit Plans Representative shall be **assigned** to the **first** shift and shall be subject to the provisions of Section **(14)** of the Production and Maintenance Agreement.

The National Union may designate in writing to the Corporation from among seniority employees at work on the first shift at a plant a permanent alternate to function when the **Benefit Plans** Representative is to be away from the plant for at least a **full** shift and plant management receives advance written notification of such absence or, if the expected absence is due to **Union business**, approval from the National Union.

The permanent alternate shall not be **deemed** to be **included** among **Committeepersons** and Officers covered by the applicable **Plant Special Provisions**.

When replacing the Benefit Plans Representative, the **permanent** alternate shall be subject to all **the** provisions applicable to **Benefit Plans Representative**.

#### **(48) CAW National Health and Safety Co-ordinator**

Discussions were **held** concerning the duties and responsibilities of a **CAW National Health and Safety Coordinator**.

The Coordinator will be appointed by the **CAW President** and any **complaints**, should **they** arise, relative to the Coordinator's performance may be referred to the President's Office.

The Coordinator's role is to promote a policy of problem solving, internal responsibility, and a non-adversarial relationship **between** the parties.

The National **Health** and Safety Coordinator may also counsel the **Local Health and Safety Committees** and make recommendations to improve the performance of the committee in maintaining a safe **and** healthful working environment. Plant Management will cooperate in this regard and may meet with the Coordinator and the Health and Safety Committee to discuss the recommendations. Additionally, the **Coordinator** may make recommendations to develop, improve and guide individual plants in the area of Health and Safety training.

The National **Health** and Safety Coordinator may visit all plants and offices and **access** will be provided upon reasonable notice. It is **further** understood said coordinator may visit the represented Parts Distribution **Centers** once per year.

The **Coordinator**, working jointly with the Manager of Health

and Safety, will put forth the **best** efforts to **develop** a working **relationship** with members of Management to effectively function in this position.

The Coordinator will be based in the **CAW** Sub-Regional Office, Windsor, Ontario.

Discussion took place on how the Coordinator could make recommendations to Management to improve existing health and safety policy and procedures in the plant, **through** training, inspection and audits. In doing so it was understood while Management agreed to accept recommendations in these areas, the final decision to act upon the suggestions remains that of Management and will be based on legislation, practicality and good business decisions.

The Coordinator will be paid in accordance with the **1990** arrangement as updated by the current Agreement.

The Coordinator will **receive 48** hours straight time pay **per** week.

It is understood that **absences** for which **the** Coordinator is paid Holiday Pay, Paid Absence Allowance (**PAA**) or on vacation, **will** be considered time worked for the purposes of this document and the pay received for such holiday, **PAA**, or **vacation**, will be considered time paid in the week it occurs.

Finally, it is **earnestly** hoped by both parties that this innovative approach to improvement and development of-existing **legislated** and negotiated training, leading to a greater sharing of the responsibility of encouraging cooperative relationships in health and safety, will **lead** to a situation considered satisfactory to both Union and Management.

The parties agreed that the above arrangements, which were originally **negotiated** in **1987** and the subsequent evolving **relationships** and expanding responsibilities have worked well for the Company and the Union.

**(49) Additional Health and Safety Representative --  
WAP, Bramalea Assembly and PRTAP**

On afternoon shifts, a **Health** and Safety Representative will be added to the Windsor Assembly Plant, **Bramalea** Assembly Plant and the **Pillette** Road Truck Assembly Plant.

The parties agreed and understood **each Representative** would only function when a **full** vehicle production **shift** was in operation at **the** plant serviced.

**(50) Employee Assistance/Substance Abuse Representative**

(a) Local **444** and Local **1285** may have one full-time Employee Assistance/Substance Abuse **Representative** who shall be appointed by the President of the National Union.

(b) The **President** of the National **Union** shall advise: Staff **Labour** Relations of the Company in writing of the name of the appointed representative. No representative shall function as such until the Company has been so advised.

(c) **The functions of the Employee Assistance/Substance Abuse Representative** are limited to matters related to **substance** abuse. The Employee Assistance/Substance Abuse Representative will:

(i) assist in the identification, education, referral and follow-up of employees with problems which impair job performance relating to alcohol and drug dependency or emotional disorders while assuring **requisite** confidentiality standards are observed;

(ii) act as liaison with appropriate members of line supervision, labour **relations**, plant medical, other union representatives, diagnosis and referral agencies, and with **providers** of treatment and medical care;;

(iii) assist in evaluating the effectiveness of various programs, plans and services;

(iv) participate **in formal** employee assistance training or instruction programs, and review and make recommendations to **Company** representatives **concerning** program content;

(v) assist in coordinating and implementing various local program **applications** and **related** services available under the **Employee Assistance/Substance Abuse Plan**, including development of local proposals.

(d) 'The Company **recognizes** the privilege of an Employee Assistance/Substance Abuse Representative to leave the plant in the course of functioning as such, but the Employee Assistance/Substance Abuse **Representative** shall notify the designated company representative when leaving **and** returning to the plant during working hours.

**An Employee Assistance/Substance Abuse Representative shall register the time when entering the plant and the time when leaving the plant with at least 8 hours between such times, or get an approval of failure to register such times from the designated company representative. In the absence of evidence that an Employee Assistance/Substance Abuse Representative is abusing this privilege, the approval referred to above shall be given. An Employee Assistance/Substance Abuse Representative shall report to an employee's Supervisor before contacting such employee in pursuance of these duties.**

(e) **The Employee Assistance/Substance Abuse Representative shall be assigned to the first shift and shall be subject to the provisions of Section (14) of the Production and Maintenance Agreement.**

(f) **The Employee Assistance/Substance Abuse Representative will not be scheduled for Saturday, Sunday, holiday or daily overtime work except as a regular employee in the Employee Assistance/Substance Abuse Representative's department and**

when so scheduled shall not function as an Employee Assistance/Substance Abuse Representative; provided, however, when more than 50% of the regular hourly work force in a plant of 1501 or more hourly employees are scheduled to work during hours for which they are entitled to receive premium pay under wither Section (63) or Section (64) of the Production and Maintenance Agreement, the Employee Assistance/Substance Abuse Representative for that plant will also be scheduled to work and to function as an Employee Assistance/Substance Abuse Representative.

(g) During a reduction in the work force in a plant of 1501 or more employees the Employee Assistance/Substance Abuse Representative shall be permitted to perform the functions of the office when fifty percent (50%) or more of the people on the Employee Assistance/Substance Abuse Representative's shift are working.

### **(51) Workers' Compensation Representative**

During our recent negotiations the parties discussed at length, the issue of rising claims and costs of employees claiming entitlement for Workers' Compensation benefits. We determined that we could address our mutual concerns, while at the same time providing assistance to the employees by exploring, innovative approaches to this rising problem. To that end, the parties agreed a Union appointed Workers' Compensation Benefit Representative shall be allowed up to forty (40) hours away from Company assigned work at Bramalea Assembly Plant, Pillette Road Truck Assembly Plant and Windsor Assembly Plant.

Ajax and Etobicoke will incorporate WCB responsibilities within their representation structure.

A proposed list of duties described in the appendix attached hereto shall be performed by the Workers' Compensation Representative, it being understood that as experience is gained with this joint initiative, such duties may require revision or

modification.

To ensure maximum effectiveness, the parties will meet as required to resolve any problems.

## **APPENDIX WORKERS COMPENSATION REPRESENTATIVE**

### **Job Description**

Works jointly with management Workers' Compensation Representative.

#### **'Time of Accident**

- interview employee immediately after visiting **first** aid.
- record detailed information **regarding** the accident.
- participate in the investigation of the accident:
  - witness
  - supervision
  - review site
- participate in review of information to discuss acceptability of the claim within **W.C.B.** standards.

#### **Counselling**

- provide guidance **and** advice to employees on required Workers' Compensation matters and dealing with the Workers' **Compensation Board**.
- as required provide **Aetna** S&A office with information concerning pending **Workers'** Compensation claims for employees claiming S&A benefits.

#### **Placement**

- using plant placement procedure, assist **in** placing employees who are fit to do immediate temporary modified work.
- using plant placement procedure, assist **in** placing employees

who have been off work and are fit to **return** to modified duties.

- follow up with employees who miss work the day **following** a **reported** accident. Make every effort to **insure** they do not become lost time claims by offering **modified** work.
- monitor and follow-up with **temporary placements** to insure they **are** provided additional **placement opportunities**.
- discuss the employee's ability to do modified work with the attending physician.

### **Reporting/Recommendations**

- monitor accidents by location and type.
- report regularly on developing **trends**.
- report specific issues to appropriate plant **supervision** facilities  
equipment  
**tools**  
**parts**
- attend and provide appropriate reports at plant **safety** meetings.
- liaison to provide appropriate information **to** the plant safety department.

### **(52) CAW National Employment Equity Coordinator**

The **parties agreed** that the position of **CAW** National Employment Equity Coordinator will be established. The Coordinator **will** be appointed by the **CAW National** President.

The **Coordinator's** role **will** be to promote a **planned**, informed and **consistent** approach to employment equity on behalf of the **CAW** throughout **Chrysler** Canada Ltd.

Specifically the Coordinator will **work** closely with the Master Employment Equity Committee to help develop and implement the joint Employment Equity Plan at **Chrysler** Canada. The Coordinator will also conduct community outreach and other **activities** to **promote** employment equity on behalf of the **Master** Employment **Equity** Committee.



The Coordinator **will work** closely with the Local Employment **Equity** Committees and make recommendations to assist the committees in promoting equity in the workplace. This **may** involve advising with community outreach initiatives, assisting with local work to develop and implement the joint Employment **Equity** Plan, coordinating education and communications **efforts**, including **with** Bill **79**, assisting, with anti-harassment efforts or with the resolution **of** difficult complaints.

Workplace Management will cooperate in this regard and may **meet** with the Coordinator and the Local **Employment Equity Committee** to discuss recommendations. The Coordinator may visit all plants and **offices**, and access will be provided upon reasonable notice.

The Coordinator will receive **48** hours straight time pay per week as updated in the current **1993** Agreement. It is understood that absences for which the Coordinator is paid Holiday Pay, Paid Absence Allowance (**PAA**) or **on** vacation, will be considered time worked for the purposes of this document and the pay received for such **holiday, PAA** or vacation **will** be considered time paid in **the** week it occurs.

The Coordinator will be **based** in the **CAW** Sub-Regional Office in **Windsor**.

### **(53) Women's Advocates**

The parties **recognize** that female employees may sometimes need to discuss with another **woman** matters such as **violence** or abuse at home or workplace harassment. They may also need to **find** out about **specialized resources** in the community such as counsellors or **women's** shelters **to** assist them in dealing with these **and** other **issues**.

For this **reason** the parties agree to **recognize** that the role of women's advocate in the workplace will be served by the **CAW** female member of the Local Union **Employment** Equity

**Committees**, in addition to her other duties relating to employment equity. The trained female Employment **Equity Representative** will meet with female members **as** required, **discuss** problems with them and refer them to the appropriate community agency when necessary.

The **Company** agrees to establish a confidential phone line that female employees can use to contact the female Employment Equity Representatives. **As** well, the company 'will **provide** access to a private **office** so that confidentiality can be maintained when a **female** employee is meeting with a **female** Employment Equity Representative.

The Local Employment Equity **Committees** will develop appropriate communications to inform **female employees** about the advocacy role that the female Employment Equity Committee members play.

#### **(54) Overtime Entitlement - Union Representatives**

During the course of **1993** negotiations the Corporation raised the issue of **undue** representation costs during periods of overtime work. **Both** parties agreed the matter required attention.

The parties. **therefore** agreed as referenced below that **notwithstanding** the applicable provisions of the Production and Maintenance **Agreement** as well as the Special Provisions **thereunder**:

(a) Union **representatives** would not be entitled to work **during** overtime or holiday periods when only one of the representatives respective constituents are working.

(b) Union **representatives** from one shift would not be entitled to work overtime on another **shift** during the regular hours of scheduled production when the representatives **respective** constituents are: working.

These arrangements were reached in recognition of the principles expressed in the Purpose and Intent of the Production and Maintenance Agreement.

**(55) Overtime/Temporary Layoff Work Opportunities (Benefit, Health and Safety, and Substance Abuse Representatives)**

During the 1993 negotiations the Union expressed concerns regarding the limited work opportunities that are made available to the Benefit Representatives, Health and Safety Representatives, and Substance Abuse Representatives during overtime and periods of temporary layoff.

The Company indicated that it was mindful of circumstances which could result in work opportunities for such Representatives even though sufficient numbers of employees were not at work to qualify such Representatives in accordance with the provisions of the Collective Agreement. For example, it would be appropriate for the Health and Safety Representative to be offered the opportunity to be at work during the plant rearrangements involving new equipment installations. Similarly, it would be appropriate for the Benefits Representative to be at work during the periods of temporary layoffs or indefinite layoffs involving a significant number of employees to permit him/her to work with plant administrators to ensure the expeditious processing of benefit-related matters, and similarly, it would be appropriate for the Employee Assistance/Substance Abuse Representative to be at work to attend to employee assistance and substance abuse problems.

In response the Company has agreed that where the overtime is required to meet the responsibilities and duties of the full time Benefits Representative, full time Substance Abuse Representative, or full time Health & Safety Representative such Representatives may be retained at work provided they have the prior approval of the Personnel Manager.

Where the respective Representative believes that there is no **reasonable** justification for the Personnel Manager withholding prior approval, the matter may be referred to Staff Labour Relations and the **CAW** National Office.

### **(56) Payment of Union Representatives During Local Negotiations**

During the course of current negotiations, the Corporation and the Union had discussions concerning the payment of Union Representatives during Local Negotiations.

This letter is intended to clarify the understandings agreed to during the course of negotiations, pertaining to the **payment** of such Representatives during such negotiations.

The parties agreed that the following principles would be applicable to the payment of Union Representatives only during the negotiations of the Local Negotiations and would not be used as grounds or basis for claiming that such principles should be extended to other negotiations.

1. Plant Chairpersons of the Plant Shop Committees would be paid for time spent during Local Negotiations meetings and time spent in Union caucus relevant to such negotiations.

In the event such time would involve overtime hours, and the Plant Shop Chairperson would otherwise be entitled to overtime if said Plant Chairperson had been in the plant, the Corporation agrees to pay overtime up to this entitlement as long as the Plant **Chairperson** continued in such meetings or caucus.

In the event overtime became available in the **plant** and the Plant Chairperson was not involved in such meetings and caucus, the Plant Chairperson would be paid for such overtime only for time spent in the plant to the extent of this **overtime** entitlement.

The Skilled Trades **Chairperson** would be treated the same as

a Plant Chairperson.

2. The Corporation agreed that alternate Representatives would be **recognized only to the** extent that **additional** cost relative to the representation in a given jurisdiction was not incurred. **For purposes** of example, **the** Plant Shop Chairperson's alternate and the Committeeperson's alternate would be allowed to function whereas the alternate **steward** would not be **recognized**.

3. The Corporation agreed that Union Representatives on the Local Negotiation **Bargaining** Committee would not be required to punch their time cards in their respective plants.

The Corporation further agreed that suitable arrangements would be made to administer the recording of hours and payment for such Representatives during the course of Local Negotiations.

4. The Union agreed that the continuation of such arrangements was contingent upon the mutual satisfaction of the parties and that upon notice to the Union that such procedure had been abused, the **Corporation** could dissociate itself from such arrangements.

### **(57) Grievance Procedure**

Both parties to the **Production** and Maintenance Agreement signed today acknowledge the desirability of **ensuring** prompt and fair resolution of employee grievances. The parties also acknowledge the importance of the requirements set forth in Sections **(34)** Notice of Suspension, Disciplinary Layoff or Discharge and **(35)** Union Representation. The attached flow chart illustrates the proper sequence of procedural steps to be used in processing employee grievances.

The Corporation assures the Union that it is interested in seeing that all grievances receive prompt and objective consideration on their merits. The Union assures the **Corporation** that it will make a sincere and **determined** effort to keep the

procedure free of unmeritorious grievances.

Also, during our recent contract negotiations the Corporation pointed out that Special Conferences, as provided for in **Section (15)(b)**, are in some instances being used to circumvent The Grievance Procedure. Such action hinders the expeditious handling of grievances. The parties agree **Section (15)(b)** was not intended to provide the means for circumvention and abuse of the Grievance **Procedure** and will put forth their best efforts to eliminate any such abuse.

To further assist in expediting the handling of a grievance, it is understood if a grievance has not **been** resolved in Step 2 or Step 3 **of the** grievance procedure within forty-five (45) days after its appeal from the previous Step, unless held over by mutual agreement between the parties for further discussion, the representative of Management at that Step may answer the grievance in writing without a meeting.

The **parties** also discussed problems created as a result of the **submission** of written grievances containing insufficient information. It is agreed that **each** grievance submitted in writing shall set forth in reasonable detail the date and nature of the grievance, identity **of** the employee or employees involved by name, seniority date, classification or location, insofar as diligent effort will allow, and the provisions of the applicable agreement, if any, that the Union claims the Corporation has violated. Management's answers will set forth facts taken into account in answering the grievance.

GRIEVANCE PROCEDURE FLOW CHART

