

# **LOCAL AGREEMENTS**

**BETWEEN**

**GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
Windsor, Ontario**

**AND THE**

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

**LOCAL 1973  
Windsor, Ontario**

**Dated**

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

**01974 (03)**

## **PREFACE**

The masculine personal pronouns used throughout these Local Agreements are applicable to all employees, male and female.

## TABLE OF CONTENTS

	Page No.
Local Agreements	1
Local Working Agreements	69
Index For Local Working Conditions	iii

### INDEX

Mutual Objectives	
Memorandum of Local Seniority Agreement	2
Seniority Rights	3
Transfers	3
(1) Loss of Rate Transfer	
(2) Paragraph 62 - Job Application	
Transfer	8
Layoff and Recall Procedure	9
General Provisions	11
Supplemental Help	13
Skilled Trades Provisions	13
Layoff and Recall Procedure (Skilled	
Trades)	13
Transfers (Skilled Trades)	14
Job Application Transfer (Skilled	
Trades)	15
Seniority Flow Charts - Exhibit "A"	18
Memorandum of Local Wage Agreement	27
New Employees	28
Temporary Assignments	28
General Provisions	29
Schedule "A" - Wage Rates	30
Memorandum of Local General Agreement	38
Company Statements and Letters	42
(1) Utility Men and Jobsetters	43
(2) Starting Time and Wash-Up	43
(3) <b>Equalization</b> of Overtime Work	44
(4) Personal Relief	51
(5) Preferential Hires - Skilled Trades	
Statement of Policy	51
(6) Paid Lunch Assignments - Skilled	
Trades	52
(7) Inverse Seniority	53
(8) Health and Safety Issues	54

INDEX - Cont'd.

	Page No.
(9) P.A.A.	55
(10) Windsor Production System	56
(11) Right to Access	57
(12) Plant Seniority Levelling	58
(13) Saturday Overtime	60
(14) Alternative Work Schedules	61
(15) Plant Attendance & Wellness Activities	62
Departmental Structure	
- Production	63
- Non-Production	65

## INDEX

	Page No.
<b>General Commitments - Working Condition Demands From The <u>1990</u> Local Negotiations</b>	
Demand #1 - Maintaining Plant Facilities	70
Demand #2 - Vending Machines	70
Demand #3 - Employee Working Prior To Starting Time	71
Demand #4 - Pay Shortage	71
Demand #5 - Trade Shifts	71
Demand #6 - Low Seniority Employees - Layoffs	71
Demand #7 - Time Sheets	72
Demand #8 - Lockers	72
Demand #9 - Noise Pollution	72
Demand #10 - Breaks During Extended Shift Overtime	73
Demand #11 - Scan In At Any Clock	73
Demand #12 - Parking Lots	73
Demand #13 - Clothing Drenched	74
<b>Demand #14</b> - Emergency Phone Calls	74
Demand #15 - Employees To Receive Answer Within One Week Of Leave Of Absence Request	74
Demand #16 - Recreational Facilities	74
Demand #17 - Weather Passes	75
Demand #18 - Aisleways	75
Demand #19 - Overhead Conveyors And Hangers; Leaking Oil Machines; Lift Truck Maintenance	75
Demand #20 - Employees Have One Supervisor	75
Demand #21 - New Practices Implemented	76

## INDEX - Cont'd.

	Page No.
Demand #22 - Utilize Employees	76
Demand #23 - Students	76
Demand #24 - Pay Cheque Delivery When On P.A.A.	76
Demand #25 - Discipline	77
Demand #26 - Discipline Receipt	77
Demand #27 - Water Fountains	77
Demand #28 - Coveralls, Shop Coats, Safety Shoes	77
Demand #29 - Foot Baths For All Showers	78
Demand #30 - Medical Services	79
Demand #31 - Assembler Absent One Week Or More Get Replacement Instead Of Using Spare People	79
Demand #32 - Use Seniority Employees Who Apply To Work Shutdown	79
Demand #33 - Employee Files	80
Demand #34 - Training Employees For Overtime <b>Equalization</b>	80
Demand #35 - Deadlines for Leave and Vacation Requests	81
Demand #36 - Trucks Not To Use <b>Kildare</b> At Shift Changes	81
Demand #37 - Keep All Gates Open Whenever Anyone Is Scheduled In Plant	81
Demand #38 - All Supervisors To Be Given A Phone Number For Canteen Services (Repair & Replenish)	81
Demand #39 - Supervisor To Inform Employee Whether He Is Permanent Or Temporary On A Job	81
Demand #40 - Committeeperson To Be Notified Of All Departmental Meetings	82

INDEX - Cont'd.

	Page No.
<b>Demand #41</b> - Replacement of Damaged Clothes	82
<b>Demand #42</b> - Copies of Overtime Sheets	82
<b>Demand #43</b> - Company To Notify Union When Employees Visit Other Plants	82
<b>Demand #44</b> - When An Employee Is Disciplined, Company Not To Fill His Job Permanently Until The Grievance Procedure Is Exhausted	82
<b>Demand #45</b> - When A Two Shift Employee Does A Three Shift Job, Employee Goes Home After Straight Eight	83
<b>Demand #46</b> - No Forced Rotation Of Jobs	83
<b>Demand #47</b> - Pass When Employee Is <b>III</b>	83
<b>Demand #48</b> - That The Company <b>Financially</b> Participate In All <b>Wellness</b> Programs That Are Mutually Agreed To	83
<b>Demand #49</b> - That An Official <b>Wellness</b> Committee Be Formed	83
<b>Demand #50</b> - Employees Working Alone	84
<b>Demand #51</b> - Designated Vacations	84
<b>Demand #52</b> - Medical Information <b>Re:</b> Employee Call-Ins	84
<b>Demand #53</b> - Overtime Notification During Periods of Layoff	85
<b>Demand #54</b> - Monday Midnight Shift Early Start (Overtime Deferral)	85
 <b>Production - Working Condition Demands From The 1990 Local Negotiations</b> 	
<b>Demand #55</b> - Irregular Work Hours For Overtime Shifts on Weekends	86
<b>Demand #56</b> - Job Selection When Multiple Transfers To A Department	86
<b>Demand #57</b> - Low Overtime Person From Group To Be Loaned Out For Overtime Purposes	87

**INDEX - Cont'd.**

	<b>Page No.</b>
Demand #58 - Jobsetters	87
<b>Demand #59</b> - Per Diem	87
Demand #60 - Supplemental Help	88
Demand #61 - Overtime Line Repair Agreement To Be Renewed	88
Demand #62 - Balance Overtime Between Shifts	89
Demand #63 - Outside Truck Driver - Delivery And Pick-Up Material	89
<b>Demand #64</b> - Breakdowns	90
Demand #65 - Temporary Assignments	90
<b>Demand #66</b> - Oily Parts Not To Be Replaced On The Overhead	90
Demand #67 - Rotation System For Personal Relief	90
Demand #68 - Spare Person - Assembly Room	91
<b>Demand #69</b> - Supplement Assembly Line By Seniority (Use Spare First)	92
<b>Demand #70</b> - When Sub-Assembly Employees Are Loaned Out Of Department, Company To Assign The Lowest Seniority Employees To The Line First	92
Demand #71 - Slat Conveyor To Be Part Of Dept. 60	92

**Skilled Trades - Working Condition Demands  
From The 1990 Local Negotiations**

Demand #72 - Starting New Shifts in Skilled Trades	93
Demand #73 - Gloves - Grinding Room	93
Demand #74 - Factory Personnel	93
Demand #75 - Transfers (By Mutual <b>Agree- Ment</b> Between Employees Within The Maintenance, Tool Room And Die Shop)	94
Demand #76 - Engineering Personnel Not Be Allowed To Do <b>CAW</b> Skilled Trades Work	94

## INDEX - Cont'd.

	Page No.
Demand #77 - Production People Should Not Be Ordered To Do Skilled Trades Work	94
Demand #78 - Lines Of Demarcation Meetings Scheduled Monthly	95
Demand #79 - Toilet Locks	95
Demand #80 - Eating Area Tool Room	95
Demand #81 - Portable Shields	95
Demand #82 - Contractors - (Union Notification)	95
Demand #83 - Ventilation	96
Demand #84 - All Signs Painted, Plastic, Etc., Be Made Or Altered By <b>CAW</b> Painters	96
Demand #85 - Bulletin Boards - Skilled Trades	96
Demand #86 - Any Training Or Upgrading Be Done By Seniority	96
Demand #87 - Sound Proof Equipment Skilled Trades Area	97
Demand #88 - Eye Cleaner Fluid Be Supplied	97
Demand #89 - Overtime <b>Equalization</b> Agreement For All Skilled Trades	97
<b>Demand #90</b> - Company To Replace All Tools If Broken, Lost, Stolen Or Worn Out	99
Demand #91 - Skilled Trades Building Maintenance Rotation	99
Demand #92 - Supplement Trades With Other Skilled Trades	99
Demand #93 - Skilled Trades Committee And Chairman To Meet And Discuss Any Changes In Practices <b>48</b> Hours Minimum Before Implementing	100
Demand #94 - Skilled Trades Seniority Lists	100
Demand #95 - Repair And Maintenance Of All Air Conditioners By <b>CAW</b> Electricians And <b>Pipefitters</b>	100

INDEX - Cont'd.

	Page No.
Demand #96 - Repair of 3151 Baskets To CAW Trades	100
Demand #97 - Eliminate Time Tickets In Tool Room	101
Demand #98 - Honor Transfer When Apprentice Graduates	101
Demand #99 - Skilled Trades Transfers	101
Demand #100 - CSA - Skilled Trades To Man Crib Job	101
Demand #101 - Apprentice Overtime	102

**Custodians - Working Condition Demands  
From The 1990 Local Negotiations**

Demand #102 - Snow Removal From Walkways And Parking Lots	103
Demand #103 - Rate Increase Driver Yard Maintenance	103
Demand #104 - Custodian Services	103
Demand #105 - Gardener Commitment	103
Demand #106 - Scrubbers For Cleaning Floors And Inventory For Janitorial Supplies	104
Demand #107 - High Seniority A.V.O. Custodian For Temporary Premium Jobs	104
Demand #108 - Custodians Straight Eight- Hour Shifts	104
Demand #109 - More Automation Cleaners On Afternoon Shift In Custodians	104
Demand #110 - Custodians Under One Supervisor	105
Demand #111 - All Present Garbage We Handle We Keep	105
Demand #112 - Scrubber, Tenant, Pit Crew To Receive More Money (JDAA)	105
Demand #113 - General Labourers To Receive Labour Yard Maintenance Rate (GUZA)	105
Demand #114 - High Seniority Automation Cleaner To Have Option To Replace Straight Eight On Absenteeism	106

INDEX - Cont'd.

	Page No.
Demand #115 - After It Is Determined Which Employees Are Eligible To Work Overtime, Employees To Be Assigned To Jobs By Seniority	106
Demand #116 - Set Up P.M. Program For <b>Grating</b> And Rubber Mats - Cleaning In The Assembly Room	106
Demand #117 - Licences - Outside Truck Driver	106
Demand #118 - Custodian Equipment	107
<b>Non-Production • Working Condition Demands From The <u>1990</u> Local Negotiations</b>	
Demand #119 - Precision Inspector Overtime	108
Demand #120 - Replacement of Lift Truck Seats	108
Demand #121 - Lift Truck, Custom-Dispatch And Dump Trucks	108
Demand #122 - Key <b>Stockmen</b>	108
Demand #123 - Counters	109
Demand #124 - Replace Clerks When Absent	109
Demand #125 - Receiving Done By Bargaining Unit Personnel	109
Demand #126 - Inspection Precision	109
Demand #127 - Waste Disposal Operators With A Paragraph <b>62</b> Transfer	109
<b>Employment • Working Condition Demands From The <u>1990</u> Local Negotiations</b>	
Demand #128 - List Of Temporary And Permanent Transfers	110
Demand #129 - New Hires Assigned To Department <b>60</b>	110
Demand #130 - Adjust Master Seniority List Immediately When Per Diem Employees Are Returned To The Bargaining Unit	110

**INDEX - Cont'd.**

	<b>Page No.</b>
Demand #131 - Preference Of Shift By Seniority During Layoffs	111
Demand #132 - Seniority Lists	111
Demand #133 - Temporary Transfer By Paragraph 62	111
Demand #134 - Probationary Employees	111
Demand #135 - Seniority Boards	112
Demand #136 - Employee To Receive Carbon Copy Of Rate Change	112
Demand #137 - Company To Notify District Committeeperson Of Temporary Moves	112
Demand #138 - Union To Have Two Hours To Meet With New Hires	112
Demand #139 - Provide List Of All Place- ments To Union	112
Demand #140 - Union Official - Return To <b>Former</b> Job	113
Demand #141 - Union <b>Official</b> - Right To Transfer	113
Demand #142 - Permanent Placement Procedure	114
Demand #143 - Determine Greatest Seniority	115

**General - Working Condition Demands  
From The 1990 Local Negotiations**

Demand #144 - Company to Allow Radios in The Plant	116
Demand #145 - Set Up A Schedule To Have Clean-Up Of All Machines	116
Demand #146 - Company To Get Snow Removed From Parking Lots	116
Demand #147 - Provide Hourly Parking In <b>Munsee</b> Parking Lot And In South End Of Walker Road Lot	116
Demand #148 - Alternate Health & Safety Rep. Be <b>Utilized 40</b> Hours Per Week	117
Demand #149 - Equipment To Keep Relative Humidity Above <b>40%</b> In The Assembly Room	117

INDEX - Cont'd.

	Page No.
<b>Wages - Working Condition Demands From The 1990 Local Negotiations</b>	
Demand #150 - Any Overpayment To Be Negotiated For <b>Re-Payment</b>	118
<b>Demand #151 - First Hour's Pay</b>	118
<b>A.V.O. - Working Condition Demands From The 1990 Local Negotiations</b>	
Demand #152 - <b>Shift</b> Preference	119
Demand #153 - <b>A.V.O.</b> System In The Tool Room	119
Demand #154 - Upgrade All <b>A.V.O.</b> Systems In the Plant	119
Demand #155 - Non-Production-Canvass Agreement	119

## MUTUAL OBJECTIVES

This Local Agreement is intended to provide the foundation for a working relationship which will allow the Company, the Union and our employees to attain their respective objectives through mutual trust, respect and dignity.

Accordingly, the Company recognizes the role of the Union in improving the workplace for its members, ensuring their long term job security, and providing a working environment in which people are treated with respect and dignity, as well as afforded an opportunity for personal fulfillment.

The Union recognizes the Company's primary objective to grow and prosper by fostering a relationship with the Union and our employees that will maximize our ability to build the highest quality transmissions in the world at the lowest possible cost to the consumer.

In order to provide for on-going dialogue and problem-solving in our ever-changing world, the parties hereby commit themselves to the concept of maintaining a Local Agreement that recognizes our mutual objectives, reflects our continuous efforts toward improvement for everyone and encourages organizational vitality and responsiveness. The Parties foerefore have agreed to establish the opportunity r constructive dialogue on an on-going basis so that future problems can be resolved in our mutual best interests.

This recognition of our Mutual Objectives and the intent of our Local Agreement will further advance the Windsor Transmission Plant in its quest for future products and long-term viability.

**MEMORANDUM OF LOCAL  
SENIORITY AGREEMENT**

entered into

this **15th day of October, 1990.**

BETWEEN:

General Motors of Canada Limited  
Transmission Plant  
Windsor, Ontario  
Hereinafter referred to as the Company,

AND:

National Automobile, Aerospace and Agricultural Implement  
Workers Union of Canada, (**CAW - Canada**) Local **1973**,  
Windsor, Ontario,  
Hereinafter referred to as the Union.

**WHEREAS:**

The parties, together with other parties, entered into an  
agreement dated this **15th day of October, 1990**  
(hereinafter referred to as the "Master Agreement") and

**WHEREAS:**

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

**WITNESSETH:**

## Seniority Rights

**1.** Seniority rights shall be exercisable in non-interchangeable occupational seniority groups including the line of flow therefrom as outlined in the Seniority Flow Charts (Exhibit "A") attached hereto, or in general seniority groups as the case may be. Such seniority groups and the departments in which they are situated are those heretofore established by agreement between **the** Company and the Union.

**2.** The employee seniority lists will be posted as mutually agreed upon by the parties. When an employee acquires seniority rights his name and seniority date will be listed under his respective department in order of seniority. A separate seniority list will be posted for Skilled Trades employees. The Company will ensure that the seniority lists are kept up to date.

**3.** A master seniority record will be kept in the Employment Office and the Chairman and the Shop Committee may have access to it at any reasonable time during regular working hours.

## Transfers

**4.** Pursuant to the provisions of Paragraph **62(c)** of the Master Agreement:

(a) The following group of production departments has been agreed upon for the purpose of applying the provisions of Paragraph **62(c)**:

- 10** Final Drive - **Sungear** Shaft & Oil Pump Shaft
- 11** Turbine Shaft
- 12** Input Shaft
- 13** Final Drive - Internal Gear
- 14** Reaction Internal Gear
- 15** Input Internal Gear
- 20** Rough Pinion Gears
- 21** Finish Pinion Gears
- 22** Rough Sun Gears
- 23** Finish Sun Gears
- 24** Heat Treat
- 25** Oil Pump Shaft

- 26 **Auxiliary Valve Body**
- 27 Driven Sprocket
- 40 Case Machining
- 41 **Case Cover Machining**
- 50 **Valve Body**
- 51 Drive Sprocket
- 52 Driven Sprocket Support
- 53 Drive Sprocket Support
- 60 Final Assembly
- 70 Governor Assembly & Miscellaneous
- 71 Case, L & R, Forward & Direct,
- 72 Case Cover Assembly
- 73 Oil Pump and Control Valve Assembly
- 74 Reaction Input and **Final** Drive Assembly
- 75 Direct Drive Sprocket, Turbine Shaft Assembly, and Wash Area
- 80 Transfer Presses
- 81 Straight Side Presses
- 90 Reaction Carrier Assembly
- 91 Input Carrier Assembly
- 92 Low and Reverse Clutch Assembly
- 93 Input Drum
- 94 Direct Clutch Drum and Housing Assembly
- 95 Forward Clutch Housing and Assembly
- 96 Manual Shaft and Detent Shaft Assembly
- 97 Piston Assembly, Low & Reverse, Direct & Forward Clutch Tumbling, **Deburring** and Park **Pawls**

Transfers within this group may be limited to **10%** for each calendar month.

**(b)** The following group of non-production departments has been agreed upon for the purpose of applying the provisions of Paragraph **62(c)**:

- 120 **Inspector - Precision**
- 120-1 Inspector - Quality Audit
- 120-2 Inspector - Gear Lab
- 120-3 Inspector - Utility
- 125 Dynamometer Operator - Requires a Class "A" Mechanic's Licence
- 163 Custodian
- 164-1 Store Attendant (Oil House)
- 164-2 Laboratory Analyst
- 165 Waste Disposal Plant Attendant
- 172 **Store Attendant (Expense Stores)**
- 176-1 **Gauge Repair**

**176-2** Reliability Stock Attendant  
**190-1** Material Control  
**190-2** Utility Clerk (Material Handling)  
**192** Inspector - Receiving  
**195** Checker-Special-Customs and Dispatch (Traffic)

Employees in the non-production areas listed above may apply for transfer to other departments. Similarly, employees in other departments may apply for transfer into these non-production areas.

Transfers into and out of this group may be limited to **10%** for each calendar month.

**(c)** Unskilled employees in Departments:

**061-1** Oilers  
**174-1** Steel Stores Attendant  
**175-1** Tool Delivery

May apply for transfer to other job departments. Similarly, employees in other job departments may apply for transfer to departments:

**061-1** Oilers  
**174-1** Steel Stores Attendant  
**175-1** Tool Delivery  
**125\*** **Dyno.** Lab

\* Requires a Class "A" Mechanic's Licence.

**(d)** None of the provisions contained herein supersede **any of the provisions of the Local Seniority Agreement-as provided for in Paragraph 7.**

(e) Applications made pursuant to the above provisions shall not be made effective for a period of two (2) weeks following the commencement of the new model production, or until all seniority employees have been recalled in accordance with **the** applicable provisions of the Local Seniority Agreement, whichever occurs first.

(f) Multiple applications filed by the same employee shall become invalid when such employee is transferred in accordance with any one of the such multiple applications. This provision is also applicable to Loss of Rate Transfers under the provisions of paragraph 8(a).

(g) The parties agree that the applications must be renewed at a mutually agreed upon time in order to remain valid. This provision is not applicable to Loss of Rate Transfers.

5. The changing of employees from one seniority group to another resulting from the operation of the layoff and recall provisions of this Local Seniority Agreement shall not be considered as transfers.

6. When an employee is transferred permanently from one seniority group to another, his seniority will be immediately established in his new seniority group. However, in the case of a temporary assignment, an employee will retain his seniority in the seniority group from which he was assigned and will not exercise any seniority rights in the department to which he or she is temporarily assigned.

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

(b) In the case of a model change or plant re-arrangement the provisions of Paragraph 4 above will be discussed by the Parties for suitable application during layoff and recall situations.

**8. Loss of Rate Transfer:**

(a) If an employee is transferred or recalled to a different job classification within his Departmental Seniority Group pursuant to the layoff and recall provisions of this **Local Seniority Agreement, and suffers a decrease in his** straight time rate thereby; he shall be returned in accordance with his seniority, to his previous job classification when an opening occurs within his Departmental Seniority Group upon written application to **the** Employment Office. Such application is to be made within thirty **(30)** working days following such transfer or layoff.

If under the provisions of this paragraph **8(a)**, an employee accepts a transfer to another Departmental Seniority Group **his** Loss of Rate Transfer **shall** become null and void and may not be resubmitted.

(b) If an employee is transferred or recalled to a different job classification within the Plant General Seniority Group pursuant to the layoff and recall provisions of this Local Seniority Agreement, and suffers a decrease in his straight time rate thereby; he **shall** be returned in accordance with his seniority, to his previous job classification when an opening occurs within his Departmental Seniority Group from which he was so transferred or laid off, upon written application to the Employment Office. Such application is to be made within thirty **(30)** working days following such transfer or layoff.

(c) For the purposes of applying the provisions of this paragraph **8(a)** and **8(b)**, employees who are permanently assigned to the Assembly Room because of a reduction in force

from Machine Operator "B", must apply by Paragraph 62C Transfer to return to openings on the Machine Floor.

(d) Loss of Rate Transfers must be effectuated within a period of three (3) months from the date of the layoff or transfer pursuant to the layoff provisions of the Local Seniority Agreement. Circumstances over and above this procedure will be reviewed by the Chairperson of the Shop Committee and Employment Supervisor.

9. Any claim of personal prejudice or any claim of discrimination for union activity in connection with transfers may be taken up as a grievance. Such claims must be supported by written evidence submitted within forty-eight (48) hours from the time the grievance is filed.

#### **Paragraph 62 - Job Application Transfer**

10. Applications for transfer under Paragraph 62 of the Master Agreement must be submitted by Friday at 4:30 P.M. in order to be eligible for openings to be filled one week from the forthcoming Monday. Transfer applications will be available in the Employment Office and the Zone Offices.

11. Names of job applicants for departmental openings that are to be filled the following week will be displayed from Wednesday at 12:00 Noon until Friday at 9:00 A.M. at the respective plant entrances.

12. The number of employee names appearing on the application lists being displayed for a particular department will be determined by the following formula;

The number of openings to be filled in that department, plus an additional five applicant names, plus (once again) the number of openings to be filled in that department.

**13.** Once the job application lists are displayed for upcoming departmental openings to be filled the following week, only those applicants whose names appear on the list (with the exception of the names at the bottom of the list equivalent **in** number to the number of openings to be filled in that department) will be allowed to cancel their applications to those openings until Friday at **9:00** A.M. of that week.

**14.** All transfers made in accordance with these provisions shall be effective on the Monday (the date the opening is filled). **The successful applicants will be notified of their transfer and information regarding employee cancellations will be displayed Friday Noon at the respective plant entrances.**

**15.** Successful applicants under this procedure will not be allowed to apply again for transfer until the conclusion of a **90** calendar day period from the effective date of his successful transfer. The following departmental openings, however, will be considered as exceptions to the application restriction;

Receiving Inspection, Gear Lab, Utility Inspection, Quality Audit, Waste Treatment, Lab Analyst, Oilers, Dynamometer Lab, Reliability Stock Attendant, Tool Delivery, Traffic (Outside Truck Driver), , Steel Store Attendant, Cutter Grinder Trainee, Store Attendant (Expense Stores), Store Attendant (Oil House), Custodians, Material Control.

#### **Layoff and Recall Procedure**

**16.** No seniority employee shall be removed from a seniority group due to a reduction in force while probationary employees are retained at work in such group.

When Management knows in advance that a seniority employee will be laid off for more than five (5) working days, and where a seniority employee has been laid off for more than five (5) working days such seniority employee shall be entitled, in line with his seniority, to displace a probationary employee in a General Seniority Group in the plant.

**17.** In the case of a reduction in force in a seniority group within a department in the excess of the balance of a shift and one (1) working day, or where employees must be displaced to make room for other employees, who, under the provisions of the Local Seniority Agreement are entitled to be recalled to or placed on jobs in that seniority group, seniority employees shall be removed or laid off from that seniority group in seniority order.

**18.** A seniority employee whose seniority rights are exercisable in a Non-Interchangeable Occupational Seniority Group and who has been laid off from his department in excess of the balance of a shift and one (1) working day shall, provided he has sufficient seniority, be recalled or returned in line with his seniority to fill a job in his Non-Interchangeable Occupational Seniority Group in his department.

**19.** A seniority employee who is so removed from a Non-Interchangeable Occupational Seniority Group within a department shall, provided he has sufficient seniority, flow through the connecting lines provided in the Seniority Flow Chart (Exhibit "A") to other Non-Interchangeable Occupational Seniority Groups, if any, or, failing that, he shall be laid off.

**20.** A seniority employee whose seniority rights are exercisable in a General Seniority Group and who has been laid off from his department in excess of the balance of a shift and one (1) working day shall, provided he has sufficient seniority, be recalled or returned in line with his seniority to fill a job in the General Seniority Group in his department.

**21.** When Management knows in advance that an employee will be laid off for more than two (2) weeks (unless otherwise agreed upon by the parties in the case of model change) and where an employee has been laid off for more than two (2) weeks (unless otherwise agreed upon by the parties in the case of model change) the following procedure shall apply after such employee has been laid off in excess of the balance of a shift and one (1) working day:

(a) A seniority employee whose seniority rights are exercisable in a Non-Interchangeable Occupational Seniority Group within a department, who has followed the line of flow provided in the Seniority Flow Chart (Exhibit "A") and who has been laid off from **that** department shall, provided he has sufficient seniority, be recalled in line with his seniority to a job in a General Seniority Group in the plant.

(b) A seniority employee whose seniority rights are exercisable in a General Seniority Group and who has been laid off from his department **shall**, provided he has sufficient seniority, be recalled in line with his seniority to a job in a General Seniority Group in the plant.

### **General Provisions**

**22.** In stripping assembly and/or departmental lines, employees will be laid off as their jobs shut down until the last unit of production on such lines has been completed.

**23.** During the annual vacation shutdown, the provisions of **this Local** Seniority Agreement shall not apply.

**24.** During the inventory period, employees engaged in the Material Handling and Stores Departments shall be responsible for taking inventory.

If additional employees are required in order to supplement employees of the above departments during the inventory period, such employees shall be selected by application submitted to the Employment Office at least two working weeks prior to the week in which inventory is taken in accordance with their plant-wide seniority standing, providing they are capable of performing the work required to be done. In the event that there are still insufficient employees to supplement the employees of the Material Handling and Stores Departments during the inventory period the required number of additional employees will be selected after discussion between the Company and the Union.

Employees in Skilled Trades classifications are not eligible to be used to supplement the employees of the Material Handling and Stores Departments.

If the inventory work is completed early the employees to be sent home first will be from those employees supplementing the Material Handling and Stores Department as their assignments are completed.

**25.** For the purpose of manufacturing service parts during a model change layoff or plant rearrangement, employees with the greatest seniority who normally perform the type of work required to be done will be selected and will be laid off as the jobs to which they have been assigned are completed.

**26.** Any employee who has been transferred from a non-supervisory position to a job classification in the bargaining unit shall be credited with the seniority he had established prior to March 1, 1977, and all time worked in the bargaining unit subsequent to March 1, 1977, provided:

(1) He previously worked on a job classification in the bargaining unit. This shall also be applied to employees who were promoted prior to certification of the Union.

(2) His employment with the Company has remained unbroken. Such employee may be placed on the job to which his seniority would entitle him under the Local Seniority Agreement, beginning with the last previous job he held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, he may be placed in accordance with his plant-wide seniority. In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

#### **Supplemental Help**

**27.** Pursuant to the provisions of Paragraph **156** of the Skilled Trades Section of the Master Agreement, in the event of a lay-off in excess of a balance of a shift laid off supplemental help shall be entitled to be placed in a General Seniority Group in the plant in accordance with their plant-wide seniority rights. In such event, their seniority rights will be immediately established in **the** seniority group in which they are so placed.

#### **Skilled Trades Provisions**

**28.** None of the above paragraphs of this Local Seniority Agreement shall apply to Skilled Trades employees except Paragraphs **1, 2, 3, 9** and **26**.

#### **Layoff and Recall Procedure (Skilled Trades)**

**29.** Pursuant to Paragraph **58** of the Skilled Trades Section of the Master Agreement:

In the event of a reduction in force in excess of the balance of a shift, the following procedure shall apply:

(a) Supplemental help and probationary **journeymen/journeywomen** will be laid off in that order from the classification affected.

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

**(c) Journeymen/Journeywomen** so removed shall flow through the connecting lines provided in the Seniority Flow Chart (Exhibit "A") to other Skilled Trades classifications, if any.

**30.** Any employee laid off from a Skilled Trades classification may elect to take a layoff, subject to the provisions of Paragraph **54(f)** of the Master Agreement; or, he may elect to accept a job offered to him in a classification other than a Skilled Trades classification, provided that **the** acceptance of such offer does not result in the displacement of any seniority employee and provided further that he must return at the earliest opportunity to his former **Skilled** Trades classification, in line with his seniority, as openings occur. Failing to so return, he shall forfeit all claim to his former Skilled Trades classification; and his full seniority shall be established in the seniority group in which he is working.

**31.** Each **journeyman's/journeywoman's** established Skilled Trades seniority date shall apply in reductions **in** force and recalls in their respective Skilled Trades Classification. After reductions in force in a Skilled Trades work group have reduced a **journeyman/journeywoman** out of their work group, they shall be entitled to be placed in another work group in the same Skilled Trades classification, in accordance with their Skilled Trades seniority.

#### **Transfers (Skilled Trades)**

**32.** Employees having **journeymen/journeywomen** status who are transferred from a non-skilled occupational seniority group into a Skilled Trades classification, and who have not previously established seniority in such Skilled Trades classification, will have a date-of-entry seniority status in the Skilled Trades classification as of the date of transfer.

**33.** Employees transferred from a Skilled Trades classification to another Skilled Trades classification will have a date-of-entry seniority status in the Skilled Trades classification to which they are transferred.

**34.** Employees who change from one Skilled Trade classification to another as a result of the layoff and recall provisions will not take a date of entry into the classification they are transferred into.

**Job Application Transfer • (Skilled Trades)**

**35.** Applications for Skilled Trades transfer must be submitted by Friday at 4:30 P.M. in order to be eligible for openings to be filled one week from the forthcoming Monday. Transfer applications will be available in the Employment Office and the Zone Offices.

**36.** Names of job applicants for area openings that are to be filled the following week will be displayed from Wednesday at 12:00 Noon until Friday at 9:00 A.M. at the respective plant entrances.

**37.** The number of employee names appearing on the application lists being displayed for a particular area will be determined by the following formula;

The number of openings to be filled in that area, plus an additional five applicant names, plus (once again) the number of openings to be filled in that area.

**38.** Once the job application lists are displayed for upcoming area openings to be filled the following week, only those applicants whose names appear on the list (with the exception of the names at the bottom of the list equivalent in number to the number of openings to be filled in that area) will be allowed to cancel their applications to those openings until Friday at 9:00 A.M. of that week.

**39.** All transfers made **in** accordance with these provisions shall be effective on the Monday (the date the opening is filled). The successful applicants will be notified of their transfer and information regarding employee cancellations will be displayed Friday Noon at the respective plant entrances.

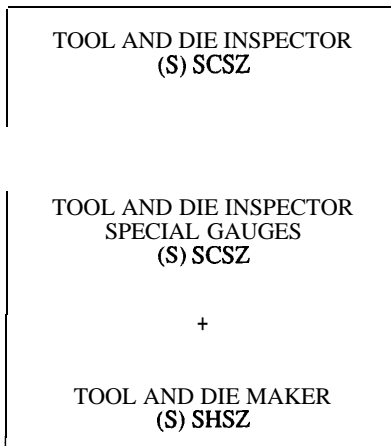
**40.** Successful applicants under this procedure will not be allowed to apply again for transfer until the conclusion of a **90** calendar day period from the effective date of his successful transfer.



SENIORITY FLOW CHARTS

EXHIBIT "A"

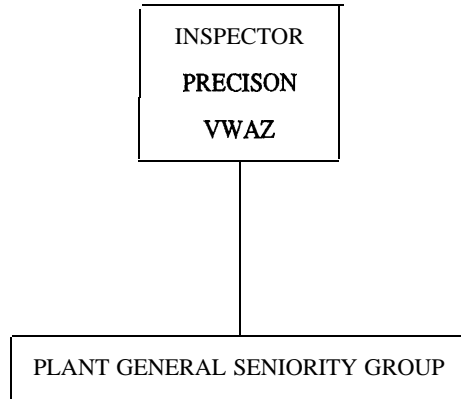
**TOOL AND DIE**



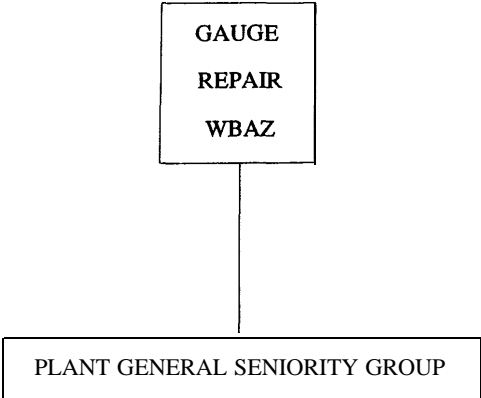
TO BE LAID OFF PURSUANT TO PARAGRAPH  
30 OF THE LOCAL  
SENIORITY AGREEMENT

(S) SKILLED TRADES CLASSIFICATIONS

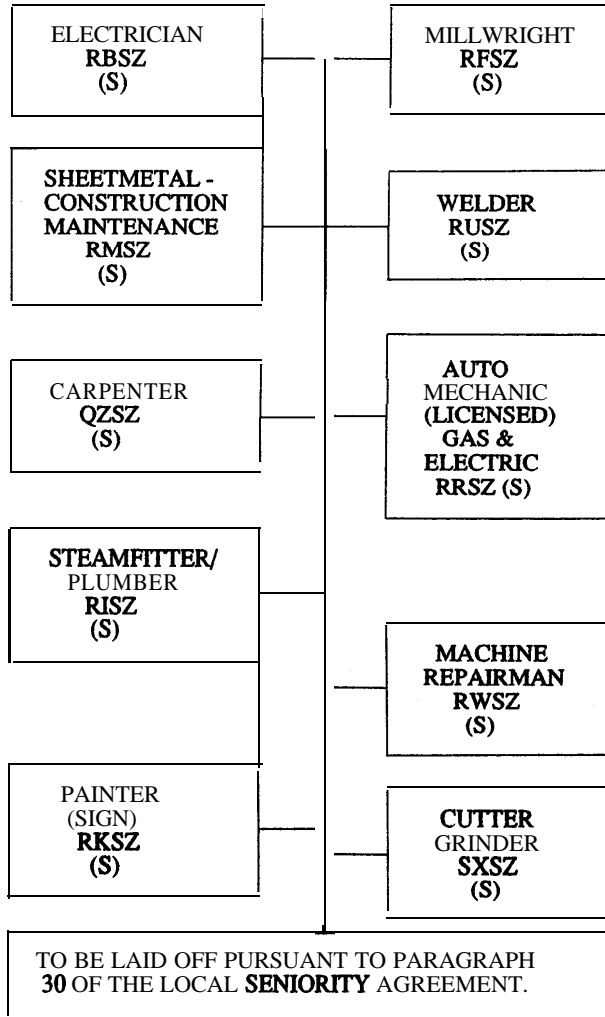
**INSPECTOR - PRECISION  
DEPARTMENT 120**



**GAUGEREPAIR - DEPARTMENT 176-1**

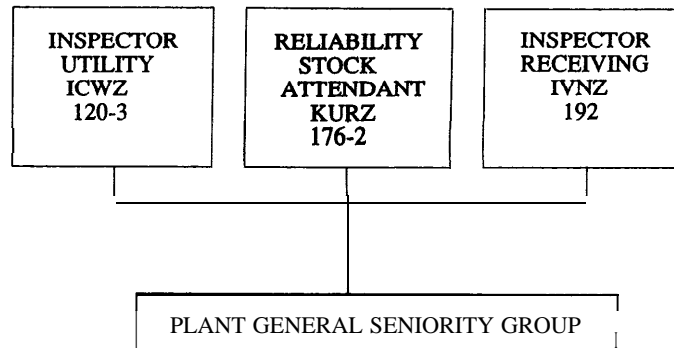


**MAINTENANCE TRADES -  
DEPARTMENTS 84161, 84166, 84175**

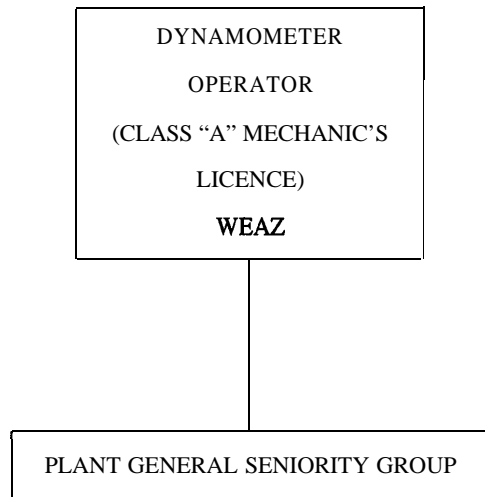


(S) SKILLED TRADES CLASSIFICATIONS

**RELIABILITY - DEPARTMENT 120-3**  
**GAUGING - DEPARTMENT 176-2**  
**INSPECTOR RECEIVING - DEPARTMENT 192**



**DYNAMOMETER - DEPARTMENT 125**





The parties agree that this Agreement will continue in full force and effect without change so long as the Master Agreement remains in effect.

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

**FOR:**

**NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA, (CAW - CANADA) LOCAL 1973, WINDSOR, ONTARIO**

Signed:  
Rick **Chene** - Chairperson  
Mark **Desjardins**  
Brian **Durocher**  
Ernie **Munger**  
Orr  
Kevin **Quigley**  
Whity Robertson

**FOR:**

**THE NATIONAL UNION**

Signed:  
Robert **Tindale**

**FOR:**

**GENERAL MOTORS OF CANADA LIMITED TRANSMISSION PLANT WINDSOR, ONTARIO**

Signed:  
Brian **G. McClelland**  
Frank **J. Naccarato**  
Robert **L. Parent**  
Robert **M. Price**



**MEMORANDUM OF LOCAL**

**WAGE AGREEMENT**

entered into

**this 15th day of October, 1990**

BETWEEN:

**General Motors of Canada Limited**  
Transmission Plant  
Windsor, Ontario  
Hereinafter referred to as the Company

AND:

National Automobile, Aerospace and Agricultural Implement  
Workers Union of Canada, (**CAW - Canada**) Local 1973,  
Windsor, Ontario  
Hereinafter referred to as the Union.

WHEREAS:

The parties, together with other parties entered into an  
agreement dated this **15th day of October, 1990**  
(hereinafter referred to as the "Master Agreement") and

WHEREAS:

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

**WITNESSETH:**

## **New Employees**

**1** Reengaged employees who had previously established seniority with the Company and who, within the previous thirty-six (**36**) months, had been receiving the established rate for the job classification in which **re-engaged** will be paid the established rate for such job classification.

**2** Newly hired employees assigned to job classifications having an established range of rates, shall receive not less than the minimum rate for the classification to which they are assigned.

## **Temporary Assignments**

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

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

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

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

### General Provisions

5 The provisions of Paragraphs 3 and 4 of this Agreement shall not apply to transfers made pursuant to the layoff and recall provisions of the Local Seniority Agreement **in** which cases employees will receive the established rate for the job classification to which they are assigned.

6 On job classifications where there are rate range classifications, the Chairman of the Shop Committee will be **notified within sixty (60) days of the date of this Agreement**, and each six (6) months thereafter, of the names of the employees who receive rate increases during the period, together with the date of such increase and the amount of such increase.

7 Attached hereto as Schedule "A" are the wage rates by job classification as agreed upon by the parties, which wage rates include the increases in wage rates provided for in the Master Agreement.

**SCHEDULE 'A'**  
**WAGE RATES**  
**BY JOB CLASSIFICATION**

591A  
/

**SCHEDULE "A" - WAGE RATES  
SKILLED TRADES**

CODE	JOB CLASSIFICATION	10/22/90	09/16/91	09/21/92
RRSZ	Auto Mechanic Gas & Electric *	\$ 21.47	\$ 21.90	\$ 22.64
QZSZ	Carpenter *	21.47	21.90	22.64
SXSZ	Cutter Grinder *	21.58	22.01	22.75
RBSZ	Electrician *	21.80	22.24	22.98
RWSZ	Machine Repairman *	21.72	22.15	22.89
RFSZ	Millwright *	21.47	21.90	22.64
RKSZ	Painter/Sign *	21.47	21.90	22.64
RMSZ	Sheetmetal - Construction Maintenance*	21.47	21.90	22.64
RISZ	Steamfitter *	21.47	21.90	22.64
SCSZ	Tool & Die Inspector*	21.80	22.24	22.98
SHSZ	Tool & Die Maker*	21.80	22.24	22.98
RUSZ	Welder - Maintenance*	21.58	22.01	22.75

\* Rate Range Classifications - Minimum rate .20¢ below maximum

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>10/22/90</b>	<b>09/16/91</b>	<b>09/21/92</b>
AJAZ	Assembler	18.25	18.62	18.99
CQAZ	Auto Screw Machine Operator	18.74	19.11	19.49
EUAZ	Auto Transmission Repair	18.36	18.73	19.10
DVAZ	Auto Transmission Tester	18.36	18.73	19.10
KLAZ	Checker-Special-Custom & Dispatch	18.73	19.10	19.48
VAAZ	Diesetter	18.76	19.14	19.52
KPAZ	Driver - Yard Maintenance	18.25	18.62	18.99
WDAZ	Dynamometer Leader	21.30	21.73	22.16
WEAZ	Dynamometer Operation (requires a Class "A" Mechanic Licence)	20.87	21.29	21.72

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>10/22/90</b>	<b>09/16/91</b>	<b>09/21/92</b>
		\$	\$	\$
<b>WBAZ</b>	Gauge Repair	20.97	21.39	21.82
<b>ILAZ</b>	Inspector - Gear Lab	18.53	18.90	19.28
<b>VWAZ</b>	Inspector - Precision	21.13	21.55	21.98
<b>JHAZ</b>	Inspector - Quality Audit	18.53	18.90	19.28
<b>IVNZ</b>	Inspector - Receiving	18.53	18.90	19.28
<b>IKAZ</b>	Inspector - Steel Follow-Up	18.53	18.90	19.28
<b>ICWZ</b>	Inspector - Utility	18.53	18.90	19.28
<b>VGAZ</b>	Jobsetter	18.76	19.14	19.52
<b>VFAZ</b>	Jobsetter - Auto-Screw Machine	18.97	19.35	19.74
<b>LBAZ</b>	Key Stock Attendant	18.25	18.62	18.99
<b>JOAZ</b>	Laboratory Analyst	18.53	18.90	19.28
<b>HYAZ</b>	Labourer Yard Maintenance	18.04	18.40	18.77
<b>KHNZ</b>	Lift Truck Driver	18.25	18.62	18.99
<b>CFAZ</b>	Machine Operator B	18.36	18.73	19.10

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>10/22/90</b>	<b>09/16/91</b>	<b>09/21/92</b>
TTAZ	Machine Repair - Oiler	\$ 18.36	\$ 18.73	\$ 19.10
LAAZ	Material Handler	18.04	18.40	18.77
LBAB	Receiver	18.25	18.62	18.99
KURZ	Reliability Stock Attendant	18.53	18.90	19.28
KURZ	Steel Receiver & Follow-Up	18.53	18.90	19.28
JUAZ	Steel Store Attendant	18.36	18.73	19.10
KVAZ	Stocker B	18.25	18.62	18.99
KBAB	Store Attendant	18.36	18.73	19.10
JWAZ	Tool Delivery	18.42	18.79	19.17
KKAZ	Truck Driver - Outside	18.36	18.73	19.10

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

CODE	JOB CLASSIFICATION	10/22/90	09/16/91	09/21/92
EZAZ	Utility	\$ 18.42	\$ 18.79	\$ 19.17
HJAZ	Utility Clerk	18.42	18.79	19.17
QGAZ	Waste Disposal Plant Attendant	18.92	19.30	19.69

The parties agree that this Agreement **will** continue in full force and effect without change so long as the Master Agreement remains in effect.

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

**FOR:**

**NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION  
OF CANADA, (CAW - CANADA)  
LOCAL 1973, WINDSOR, ONTARIO**

Signed:

Rick **Chene** - Chairperson

Mark **Desjardins**

Brian **Durocher**

**Ernie Munger**

Orr

Kevin **Quigley**

**Whity** Robertson

**FOR:**

**THE NATIONAL UNION**

Signed:

**Robert Tindale**

**FOR:**

**GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO**

Signed:

**Brian G. McClelland**

**Frank J. Naccarato**

Robert **L.** Parent

Robert **M.** Price



**MEMORANDUM OF LOCAL**

**GENERAL AGREEMENT**

entered into

this **15th** day of October, **1990**

**BETWEEN:**

General Motors of Canada Limited  
Transmission Plant  
Windsor, Ontario  
Hereinafter referred to as the Company.

**AND:**

National Automobile, Aerospace and Agricultural Implement  
Workers Union of Canada, (**CAW - Canada**) Local **1973**,  
Windsor, Ontario  
Hereinafter referred to as the Union.

**WHEREAS:**

The parties, together with other parties, entered into an  
agreement dated this **15th day of October, 1990**  
(hereinafter referred to as the "Master Agreement") and

**WHEREAS:**

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

**WITNESSETH:**

**1** The Company **will** advise the Shop Committee in advance of any changes in production schedules, and an opportunity will be given to the Shop Committee to discuss all plans in connection with such contemplated changes.

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

In a case where an injured employee had been sent to his Supervisor by the Medical Department and had been subsequently sent home because no work was available, the above would be applicable as though the employee had been sent home by the Medical Department.

3 Where lunch periods are established, such periods shall not be considered as time worked.

4 A ten minute rest period for all employees will be provided approximately halfway through the first part of the shift prior to lunch break and after lunch break.

5 Informal leaves of absence may be granted for a period not to exceed thirty **(30)** days, upon application of the employee to, and approval by, his Foreman in writing. Such leaves of absence **shall** not be renewed.

6 As provided in Paragraph **19** of the Master Agreement, representation shall be on the basis as set out in Paragraph 7 of the Master Agreement; except that, if a third **(3rd)** shift has more than fifty **(50)** and less than two hundred and fifty **(250)** employees working on such shift, the Union shall be entitled to an additional Zone Committeeman.

7 Where, under the provisions of Section VIII of the Master Agreement, it has been finally established that an employee has not received his proper pay because of error in calculation or improper classification of the work done by the employee, he shall be paid the difference in pay between that which he did receive and that which he would have received had such an error or improper classification not occurred.

8 Pursuant to the terms of Paragraph **22** of the Master Agreement, a Zone Committeeman may request his Superintendent or Department Head to call the Chairman (or Alternate Chairman) at the Second Step of the Grievance Procedure, or at the interview referred to in Paragraph **28** of the Master Agreement. The Superintendent or Department Head will send for the Chairman without undue delay.

9 Although supplemental help may on occasion be assigned to the same overtime work as **journeymen/journeywomen**, they shall not have any claim to **equalize** overtime with **journeymen/journeywomen**.

**10** In order that all third shift employees may be scheduled to start their regular working week on Sunday night instead of Monday, the parties hereto agree that in the application of the Working Hours Section and the Holiday Pay Section of the Master Agreement, the third shift which begins Sunday night shall be considered as though it began on Monday and each work day of the third shift shall be considered as though it began on the calendar day following the calendar day on which it actually began.

The parties agree that this Agreement will continue in full force and effect without change so long as the Master Agreement remains in effect.

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

**FOR:**

**NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION  
OF CANADA, (CAW - CANADA) LOCAL 1973,  
WINDSOR, ONTARIO**

Signed:  
Rick **Chene** - Chairperson  
Mark **Desjardins**  
Brian **Durocher**  
Ernie **Munger**  
Orr  
Kevin **Quigley**  
Whity Robertson

**FOR:**

**THE NATIONAL UNION**

Signed:  
Robert **Tindale**

**FOR:**

**GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO**

Signed:  
Brian G. McClelland  
Frank J. Naccarato  
Robert L. Parent  
Robert M. Price

**COMPANY  
STATEMENTS  
AND  
LETTERS**

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

(1)

### UTILITY MEN AND JOBSSETTERS

The function and job responsibility of Utility Men and Jobssetters varies with the type of work and area in which they are engaged. Their duties do not include the responsibility of Supervision or Skilled Trades.

(2)

### STARTING TIME AND WASH-UP

#### Starting Time of Day Shift

The Company **will** establish **7:00** A.M. as the regular starting time of the day shift for the bulk of the hourly rate employee work force. Because of the nature of operations or unusual circumstances, some employees may be required to start work earlier and some to start work later than the established regular starting time.

Any change in the established shift starting time will be first discussed with the Shop Committee as far in advance as possible of any change which the Company may **find** it necessary to initiate.

#### Wash-up Practices

During the term of this collective bargaining agreement, <sup>hi</sup> ~~the Company will continue providing a five-minute wash-up period prior to lunch and at the end of the shift. Employees will be allowed to badge out during the five-minute wash-up period at the end of the shift.~~ Such wash-up periods will neither be enlarged nor limited.

(3)

### EQUALIZATION OF OVERTIME WORK

For the purpose of administering overtime, pursuant to Paragraph 159 of the Master Agreement, the following rules will apply:

1 (a) An overtime Distribution Group will consist of all employees within a department who perform similar work.

(b) An Overtime **Equalization** Group will consist of those employees who normally work on the same shift within a Distribution Group.

2 (a) Hours shown on "**Equalization** of Hours" records will be credited as follows:

i) one hour at time and one half ( $1-1/2 = 1.5$  hours credited

ii) one hour at double time ( $2$ ) = 2 hours credited

(b) "**Equalization** of Hours" records will be openly displayed in a suitable location in the department and will be maintained on an up-to-date basis. Duplicate copies and records from the previous year will be kept in each area complex.

(c) As of January 1st of each year, the overtime "**Equalization** of Hours" records will be changed **and** the employee in the Distribution Group with the lowest hours credited to **him** will start off at zero hours. The employee in the same Distribution Group with the highest hours credited to **him** will start off with the number of hours he has over the lowest employee. The remainder of employees in that Distribution Group will be adjusted accordingly.

Example:

Employee "A" has **350** hours as of January **1st**.  
Employee "**B**" has **380** hours as of January **1st**.

On January **1st**, employee "A" will start with zero hours and employee "**B**" will start with **30** hours.

3 Employees will be credited for overtime hours offered, available, or worked, as follows:

(a) When an employee works in his overtime Distribution Group, or any other, he will be credited with all hours worked.

(b) When an employee accepts an offer of overtime work in his own overtime Distribution Group, or any other, and he fails to work for any reason, he will be credited with the hours.

(c) When an employee is in the plant and he declines an offer to work overtime in his overtime **Equalization** Group, the hours available to the employee will be credited.

(d) An employee who would have had the opportunity to work in his overtime **Equalization** Group but is absent from the **plant** on any straight time day when such overtime is offered will, if he fails to return to work prior to such overtime, be credited with all hours available.

(e) When an employee is working in the plant on a Saturday and he declines an offer to work overtime on Sunday in his own **Equalization** Group, he will be credited with all hours available.

4 Employees will not be credited for offered overtime hours as follows:

(a) When an employee is offered overtime work outside his overtime **Equalization** Group, and he declines the overtime, he will not be credited.

~~(b) Notwithstanding the provisions of Paragraph 3 (e) above, when an employee while working overtime is offered more overtime work for that day, and he/she declines such overtime, he/she will not be credited.~~

(c) Available overtime hours will not be credited against an employee who is absent from the plant for his required two weeks vacation.

(d) When an employee is called at home for Saturday and/or Sunday overtime that has been scheduled after the end of his Friday shift, and he declines such overtime, he will not be credited.

(e) Paragraph (d) above shall not supercede the intent of any other paragraph included in these overtime rules.

~~(f) Employees will not be credited with available overtime hours if the Company cancels such overtime prior to exhausting the overtime group. However, if the entire over-time is asked they will be charged.~~

5 Paragraph 2(a) above will not apply to an employee who:

(a) works the August Civic Holiday

(b) is assigned by Management to work on an opposite shift instead of his own for a day and is compensated as per Paragraph #82 of the Master Agreement.

Hours shown on "Equalization of Hours" records, under examples (a) and (b) above, will be credited as follows:

- one hour at time and one half (1-1/2) = .5 hours credited.

6 An employee on an **authorized Leave** of Absence will have the hours he would have had available credited to him.

7 (a) An employee who returns from a permanent layoff, under the terms of the Local Seniority Agreement, to any overtime Distribution Group will be credited with an average hours of the Distribution Group.

(b) An employee who returns from a temporary layoff, under the terms of the Local Seniority Agreement, to his former overtime Distribution Group, will be credited with the same overtime hours as he had when the temporary layoff originated.

8 When an employee is permanently transferred from one overtime Distribution Group to another, he will be credited with the average hours of the Distribution Group to which he is transferred.

9 (a) When an employee works in a different overtime Distribution Group, on a temporary basis, he will continue to **equalize** hours within his regular group, except that after one **(1)** full pay period (Monday to Sunday) he will be given the average hours of the new Distribution Group and will be considered as within the new group for the purposes of overtime distribution. Employees who return to their regular group to equalize overtime do not negate the full pay period rule as long as their temporary assignment continues.

(b) An employee who works in a different overtime Distribution Group on a temporary basis and who returns to his regular group will be credited with the same hours which he had when he left his regular group; however, he will also be credited with those overtime hours which would have been available while he was out of his group or those overtime hours with which he was credited while working temporarily in another group, whichever are higher.

**10** When going from one overtime **Equalization** Group to another within the same overtime Distribution Group, either permanently or on a temporary basis an employee will carry his overtime hours with him.

**11 (a) NON-SKILLED CLASSIFICATIONS:**

**(1)** For extended shift overtime eligibility, an employee, who trades shifts or who is assigned to work on an opposite shift within the same overtime Distribution Group on any day, from Monday to Friday, **will** be considered as transferred to that shift for the purpose of overtime **equalization**.

**(2)** For weekend overtime eligibility, an employee who trades shifts or who is assigned to work on an opposite shift within the same overtime Distribution Group at the start of that shift on Monday and who works the entire week on that shift will, at the end of that shift on Friday, be considered as transferred to that shift for the purposes of overtime **equalization**.

**(b) SKILLED CLASSIFICATIONS:**

**(1)** For extended shift overtime eligibility, an employee, who trades shifts or who is assigned to work on an opposite shift within the same overtime Distribution Group on any day, from Monday to Friday, will be considered as transferred to that shift for the purpose of overtime equalization.

**(2)** For weekend overtime, an employee will be regularly scheduled only on his/her regular scheduled shift unless he/she has traded his/her entire work week with another employee or that equalization group has been exhausted. For shift trades of less than a full week, the employees involved will be scheduled for weekend overtime on their regularly scheduled shift. Once employees trade shifts for the entire week, that shift becomes their regularly scheduled shift regardless of further switching during such week.

**12** Employees will not be allowed to trade shifts on weekends until all employees in both overtime **Equalization** Groups are given the opportunity to work.

**13** Hours lost by an employee because of a disciplinary layoff will be credited as if they had been worked. If the penalty is rescinded in part or in whole, however, the employee will be credited only with the hours covered by the penalty as reduced and/or for which he is compensated in the form of back pay.

**14** A person returning to the Bargaining Unit from a job outside the Bargaining Unit will enter the overtime Distribution Group, in which he is placed, at the highest hours of that Distribution Group.

**15** (a) When an employee becomes a Chairperson, District, or Zone Committeeperson, he will not be considered as within any overtime Distribution Group. Upon ceasing to function as such, he will be credited with the average hours of the Distribution Group in which he is then working.

(b) When an employee becomes an Alternate Committeeperson, or other Union representative, he will be considered as within the Distribution Group in which he is then working and he will be subject to all overtime rules except that any overtime hours worked or offered for representation purposes will not be credited nor shown on the "**Equalization** of Hours" records.

**16** A probationary employee will not be scheduled to work overtime unless all of the seniority employees in his overtime Distribution Group are working or offered overtime. Upon acquiring seniority he will be credited with the average hours of the Distribution Group.

**17** An apprentice will be credited with the average hours of overtime Distribution Group which he enters upon completion of the required number of hours in his apprenticeship.

**18** An employee who is absent from the plant due to sickness (S&A) will have all available overtime hours credited to him/her. An employee who is absent from the plant due to occupational illness/injury will not be charged available overtime hours for the first thirty (30) calendar days after which time available overtime hours will be charged.

**19** The Company will review with the Union any unusual circumstances which may arise regarding the overtime **equalization** rules in order to correct the situation.

(4)

#### PERSONAL RELIEF

It is the policy of the Company to enable employees to leave their jobs when necessary for the purpose of personal relief. The manner in which this is accomplished may vary as established by Management for departments or groups.

In addition, however, the Company **recognizes** there are occasions when employees may require emergency relief and, in such cases, Supervision will take whatever steps are necessary to provide such relief.

Abuse of such procedures will be subject to control.

During 1990 Negotiations the Parties discussed the use of mass relief in the Assembly Room and agreed that the use of such relief practices should be restricted to periods beyond normal absenteeism in order to avoid interruption of operations.

(5)

#### PREFERENTIAL HIRES - SKILLED TRADES STATEMENT OF POLICY

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

(6)

**PAID LUNCH ASSIGNMENTS  
SKILLED TRADES**

Skilled Trades job assignments currently receiving paid lunch will continue for the term of the present Agreement. The Company and Union agree during the life of this Agreement to discuss such job assignments which may in the opinion of the Union offer opportunities for the Company to enhance the effectiveness of its operation through the use of paid lunches or other shift arrangements.

(7)

**INVERSE SENIORITY**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 11, 1990

**Mr. R. Chene**  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Rd.  
Windsor, Ontario

Dear Mr. **Chene**:

The parties have agreed that the application of inverse seniority principles for model change, plant rearrangement and inventory layoffs, and other temporary layoffs of known duration may be discussed locally as the occasions arise.

Yours very truly

**Brian G. McClelland**  
Personnel Director

(8)

**HEALTH AND SAFETY ISSUES**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 11, 1990

Mr. **R. Chene**  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. **Chene**:

Health and Safety issues and concerns have been the subject of numerous discussions to ensure timely resolutions. In accordance with your suggestion, I agree to meet with the Plant Chairperson and the Joint Health and Safety Committee on a quarterly basis to discuss progress made and problems encountered in the handling of health and safety matters. This letter should not be construed to preclude the raising of issues at the Monthly Master Safety Meeting or the handling of serious concerns as they arise and the circumstances dictate.

**Yours very truly,**

J. Paul Judd  
Plant Manager

(9)

**P.A.A.**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 11, 1990

Mr. **R. Chene**  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. **Chene**:

The Company assured the Union that every effort would be made to provide requesting employees with days of Paid Absence, taking into consideration that excessive absences in the plant on a particular day may require that some requests for Paid Absence not be granted.

In cases where employees have exhausted their current years vacation entitlement the Company assured the Union that those employees would not be forced to advance P.A.A. from the following year prior to being granted a Leave of Absence for one week.

Yours very truly,

**Brian G. McClelland**  
Personnel Director

(10)

**WINDSOR PRODUCTION SYSTEM**

**GENERAL MOTORS OF CANADA LIMITED**  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 11, 1990

**Mr. R. Chene**  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. **Chene**:

In implementing provisions of the **W.P.S.** that have impact on **CAW** members, the Company will conduct advance discussions with the Union. The purpose of the discussions will be to give an opportunity for the Union to positively impact such plans. The Company assures the Union that the implement of **W.P.S.** plans will not violate existing agreed to provisions or practices unless mutually agreed to.

Yours very truly,

**Brian G. McClelland**  
Personnel Director

(11)

**RIGHT TO ACCESS**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 11, 1990

**Mr. R. Chene**  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. **Chene**:

Tradesmen, in the performance of their duties have a "Right to Access" by carrying out work normally within the scope of other Skilled Trades Classifications where that work may be considered incidental (5 minutes to 10 minute jobs) and may be performed in a safe manner.

Any problems brought to the attention of Management by the Skilled Trades Committee persons arising from this agreement may be addressed at a special meeting.

To ensure that the Right to Access provisions of the Local Agreement are properly administered, a training course will be developed and presented to all Skilled Trades employees and Trades Supervision.

Yours very truly,

Brian G. McClelland  
Personnel Director

PLANT SENIORITY LEVELLING

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 11, 1990

Mr. R. Chene  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Chene:

During the current negotiations, there have been lengthy discussions concerning the Union's interest in the seniority levelling of the plant at a time of permanent layoff while at the same time giving due consideration to the need for retaining experienced people.

As a result, the Company has carefully considered this matter and has informed the Union that when a permanent layoff occurs, and after the permanent layoff provisions of the Local Seniority Agreement have been fully complied with, Management will review the seniority, capabilities and work experience of employees laid off and those at work.

In the event that there are employees working in Non-Interchangeable Seniority Groups who have less seniority than employees who are laid off, Management will determine which employees working in such seniority groups can be displaced by employees with greater seniority who are laid off or at work and who can do the job.

The Union will be advised of the manner of making such displacements on a controlled basis. Such displacements will be orderly and controlled and will take place within nine (9) months after all the layoff provisions of the Local Seniority Agreement have been exhausted.

Employees who wish to avail themselves of rights to apply to displace junior seniority employees in the N.I. Groups must apply at the Employment Office on separate forms during the period thirty (30) days prior to the layoff to thirty (30) days following the commencement of the layoff.

Yours very truly

Brian G. McClelland  
Personnel Director

(13)

**SATURDAY OVERTIME**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, Ontario  
October 11, 1990

Mr. **R. Chene**  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. **Chene**:

The Company will excuse employees from working required overtime on Saturday provided there are sufficient employees to perform the work in question.

Yours very truly,

Brian G. McClelland  
Personnel Director

(14)

ALTERNATIVE WORK SCHEDULES

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO

October 11, 1990

Mr. R. Chene  
Chairman, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Chene:

During the current negotiations the company and the union discussed the potential of utilizing alternative work schedules. The parties recognized that some opportunities may exist for the implementation of such a system which would contribute to our overall competitiveness as well as accommodate the desires of our employees.

The parties further recognize that the implementation of alternative work schedules, such as (4) ten-hour shifts would also require amendments to other provisions of the collective agreements. The parties agree that the adoption of an alternative work schedule would neither increase nor decrease any benefit entitlement.

Finally, the parties recognize that the implementation of alternative work schedules will first require Shop Committee approval and then cororation review and approval. However, the parties, in advance of such approval, may implement a recommended alternative work schedule for agreed upon trial periods to assure feasibility.

Yours very truly,

Brian G. McClelland  
Personnel Director

**PLANT ATTENDANCE & WELLNESS ACTIVITIES**

Management and the Union have had considerable dialogue on the topic of plant attendance during these negotiations. The parties have reached an understanding that employee absenteeism is a complex social issue and has a significant, broad-based impact on our business and the quality of our products.

Management recognizes it has considerable responsibilities relative to controlling and improving the overall attendance in our plant. Management also recognizes the Union's role in representing its members and that its obligations cannot be compromised in this regard. At the same time, the Union supports the on-going efforts in Wellness, Rehabilitation, Employee Assistance and counselling of employees. The Parties, therefore, have mutually agreed to work on constructive efforts that are designed to help our employees' health and well-being as well as facilitate their proper return to work.

The mutual objectives of helping our employees and improving plant attendance are an integral part of our long-term business strategy at the Windsor Transmission Plant.

R. Chene  
Plant Chairperson

B. McClelland  
Personnel Director

DEPARTMENTALSTRUCTURE-PRODUCTION

BURDEN CENTRE	DESCRIPTION	CONTRACT DEPT. #
83110	<b>Final Drive - Sungear Shaft &amp; Oil Pump &amp; Shaft</b>	10
	Turbine Shaft	11
	Input Shaft	12
	Final Drive - Internal Gear	13
	Reaction Internal Gear	14
	Input Internal Gear	15
83210	Rough Pinion Gears	20
	Finish Pinion Gears	21
	Rough Sun Gears	22
	Finish Sun Gears	23
	Heat Treat	24
	Oil Pump Shaft	25
	Auxiliary Valve Body	26
	Driven Sprocket	27
83410	Case Machining	40
	Case Cover Machining	41
83510	<b>Valve Body</b>	50
	Drive Sprocket	51
	Driven Sprocket Support	52
	Drive Sprocket Support	53
83610	Final Assembly	60
83710	Governor Assembly & Misc.	70
	Case, L & R, Forward & Direct	71
	Case Cover Assembly	72
	Oil Pump & Control Valve Assembly	73
	Reaction Input and Final Drive Assembly	74
	Direct Drive Sprocket, Turbine Shaft Assembly & Wash Area	75

**DEPARTMENTAL STRUCTURE - PRODUCTION**

<b>BURDEN CENTRE</b>	<b>DESCRIPTION</b>	<b>CONTRACT DEPT. #</b>
<b>83810</b>	Transfer Presses	<b>80</b>
	Straight Side Presses	<b>81</b>
<b>83910</b>	Reaction Carrier Assembly	<b>90</b>
	Input Carrier Assembly	<b>91</b>
	Low and Reverse Clutch Assembly	<b>92</b>
	Input Drum	<b>93</b>
	Direct Clutch Drum & Housing Assembly	<b>94</b>
	Forward Clutch Housing & Assembly	<b>95</b>
	Manual Shaft & Detent Shaft Assembly	<b>96</b>
	Piston Assembly, Low & Reverse, Direct & Forward Clutch Tumbling, <b>Deburring &amp; Park Pawls</b>	<b>97</b>

**DEPARTMENTAL STRUCTURE - NON-PRODUCTION**

<b>BURDEN CENTRE</b>	<b>DESCRIPTION</b>	<b>CONTRACT DEPT. #</b>
84120	Reliability Engineering	
	- Inspector - Precision	120
	- Inspector - Quality Audit	120-1
	- Inspector - Gear Lab	120-2
	- Inspector - Utility	120-3
84125	Product Engineering	
	- Dynamometer Operator - Requires A Class "A" Mechanic's Licence	125
84161	Central Maintenance	
	- Machine Repair-Oiler	061-1

**DEPARTMENTAL STRUCTURE - NON-PRODUCTION**

<b>BURDEN</b>		<b>CONTRACT</b>
<b>CENTRE DESCRIPTION</b>		<b>DEPT. #</b>

84166 Zone Maintenance

**SKILLED TRADES**

Auto Mechanic Gas & Electric	<b>AM</b>
Carpenter	CR
Electrician	EL
<b>Painter/Sign</b>	<b>PT</b>
Millwright	<b>MW</b>
Steamfitter	SF
Sheet Metal - Construction	
Worker	<b>SM</b>
Welder	<b>WL</b>
Machine Repairman	<b>MR</b>
Tool & Die Maker	<b>TD</b>

**ZONE**

Zone 1	
Zone 2	<b>2</b>
Zone 3	<b>3</b>
Zone 4	<b>4</b>
Zone 5	<b>5</b>
<b>C.S.A.</b>	<b>6</b>

84163 Custodians **163**

84164 Oil House  
 - Store Attendant **164-1**  
 - Laboratory Analyst **164-2**

84165 Waste Treatment  
 - Waste Disposal Plant  
 Attendant **165**

**DEPARTMENTAL STRUCTURE - NON-PRODUCTION**

<b>BURDEN CENTRE</b>	<b>DESCRIPTION</b>	<b>CONTRACT DEPT. #</b>
<b>84172</b>	Expense Stores - Store Attendant	<b>172</b>
<b>84174</b>	Tool Room - Steel Store Attendant - Tool & Die Maker	<b>174-1</b> <b>174</b>
<b>84175</b>	Tool Grind and Tool Control - Cutter Grinder "A" - Tool Delivery	<b>175</b> <b>175-1</b>
<b>84176</b>	Gauge Repair - Gauge Repair - Reliability Stock Attendant	<b>176-1</b> <b>176-2</b>
<b>84177</b>	Die Repair - Tool & Die Maker	<b>177</b>
<b>84190</b>	- Material Control - Utility Clerk	<b>190-1</b> <b>190-2</b>
<b>84192</b>	Inspector - Receiving	<b>192</b>
<b>84195</b>	Traffic - Checker - Special - Customs & Dispatch	<b>195</b>



**1990  
LOCAL  
WORKING  
AGREEMENTS**

**GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR**

**Dated  
October 15, 1990**

**GENERAL COMMITMENTS  
WORKING CONDITION DEMANDS  
FROM THE 1990 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #1**

**MAINTAINING PLANT FACILITIES**

This demand is resolved on the basis that it is Management's desire to have all plant facilities, including locker rooms and eating areas, ventilation systems, machinery process equipment, rubber mats and grating maintained in a clean, operational and safe condition. Accordingly, all facilities will be maintained as specified and inspected on a regular basis. The use of Maintenance programs such as preventative, predictive and cleaning are an integral part of ensuring that these desires can be achieved.

In order to control odours in the plant the circulating pumps on the Henry Filters will remain in operation on the weekends and holidays other than for mechanical repair. It is also the Company's policy to maintain equipment that may emit fumes, mists, dusts and oil. Bacterial control systems are in place to reduce or eliminate foul odours. When required to determine the source of a problem, air checks will be carried out by the Health & Safety representative. Problems brought to the attention of Management will be reviewed and resolved by the parties.

**DEMAND #2**

**VENDING MACHINES**

**This demand is settled on the basis that employees will be permitted to use vending machines in the rest areas providing this practice does not interfere with the efficient operations of the Company.**

### DEMAND #3

#### EMPLOYEE WORKING PRIOR TO STARTING TIME

This demand is settled on the basis that employees will be advised of their starting times, break times and lunch periods.

### DEMAND #4

#### PAY SHORTAGE

This demand is resolved on the basis that when employees through no fault of their own, have a shortage in their pay cheque of more than four (4) hours and they apply, they will receive a cheque to cover such shortage within forty-eight (48) hours provided the request is made on other than an overtime day. Supervision will take the necessary action to correct such pay shortages.

### DEMAND #5

#### TRADE SHIFTS

This demand is settled on the basis that employees may with the prior approval of Supervision, change shifts, if each employee is capable of performing all the requirements of the jobs involved. The approval of Supervision will be without discrimination. Once employees have commenced their shift trade, such trade will not be cancelled because of discipline.

### DEMAND #6

#### LOW SENIORITY EMPLOYERS - LAYOFFS

This demand is settled on the basis that in the event of a layoff, the Company will assign the highest seniority employees being reduced from the Machine Floor to open jobs on the Machine Floor. During a layoff, transfers will be honoured to those areas defined in Paragraph 15 of the Local Seniority Agreement. Any problems will be reviewed by the Chairperson and Labour Relations.

## DEMAND #7

### TIME SHEETS

This demand is settled on the basis that if employees are aware that they did not badge in, they should, advise their supervisor of the reason. When the supervisor monitors employee badge rings on a daily basis and realizes that the employee does not have a badge ring, the supervisor will discuss the matter with the employee and make the appropriate payroll adjustment.

## DEMAND #8

### LOCKERS

This demand is settled on the basis that it is Management's desire to provide adequate lockers for the convenience of all employees. Management will within a reasonable time frame (approx. one week), upon employee application to their Supervisor, provide adequate locker space within the locker room allocated to their work area.

When conducting a general inspection of lockers Management will post notices on de igned Plant Bulletin Boards on the corresponding shift the day before the general inspection of lockers. If an individual locker is to be inspected, the employee will be notified. In cases of emergency, such as health and safety of employees or damage to company property, inspections may be made without notice.

## DEMAND #9

### NOISE POLLUTION

This demand is settled on the basis that a Noise Abatement program has been established and implemented Any problems can be reviewed with the Health & Safety Representative and Management.

## **DEMAND #10**

### **BREAKS DURING EXTENDED SHIFT OVERTIME**

This demand is settled on the basis that on extended shift overtime of two hours duration, Management will allow employees the opportunity for a ten-minute break at the end of their regular eight-hour shift and a five-minute wash-up period at the conclusion of the overtime. For extended shift overtime of four hours duration, employees will be allowed a ten-minute break at the end of their regular eight hour shift and another ten-minute break after two hours of the four-hour overtime period with the five-minute wash-up at the conclusion of the overtime shift.

## **DEMAND #11**

### **SCAN IN AT ANY CLOCK**

This demand is settled on the basis that it is Management's intention to provide sufficient scanners to allow an orderly and efficient means of entering and exiting the plant. Employees reporting for work may scan in at any badge reader with the exception of the badge readers located at the Security Offices. Any complaints brought to the attention of the Labour Relations Department concerning scanners will be reviewed in order that the specific problem may be resolved.

## **DEMAND #12**

### **PARKING LOTS**

This demand is settled on the basis that the Company will ensure sufficient parking facilities are available for all employees at all times. Parking problems identified by the Union will be reviewed by Management and the Shop Committee, in an attempt to mutually resolve the problem(s). Handicap, motorcycle and bicycle parking has been located in an area adjacent to the Plant Security Office at **Kildare** Road.

### **DEMAND #13**

#### **CLOTHING DRENCHED**

This demand is settled on the basis that the Company shall co-operate with employees when their clothing is drenched through normal work activities.

### **DEMAND #14**

#### **EMERGENCY PHONE CALLS**

This demand is settled on the basis that once Security is informed that a call is an emergency they will request the Supervisor's name and Department number of the employee to be contacted. (Note: Security will keep an employee serial list at the gate in case the caller is unaware of the Supervisor or Department.) Security will attempt to page or call Supervision, and if unsuccessful, a Security guard will be dispatched to locate the employee. It is Management's policy to notify employees of emergency phone calls in an expeditious manner.

### **DEMAND #15**

#### **EMPLOYEES TO RECEIVE ANSWER WITHIN ONE WEEK OF LEAVE OF ABSENCE REQUEST**

This demand is settled on the basis that Leave of Absence requests outside the prime time months (**ie.** June, July and August), will be on a first come first serve basis. Management will endeavour to answer these Leave of Absence requests within one week of submission, if they are submitted at least one month prior to requested time off.

### **DEMAND #16**

#### **RECREATIONAL FACILITIES**

This demand is settled on the basis that the company will continue to evaluate the needs of recreational equipment for the plant. Proposals submitted to Management will be given serious consideration.

## **DEMAND #17**

### **WEATHER PASSES**

This demand is settled on the basis that Management will monitor all instances of severe weather and review the exterior conditions with genuine consideration for the safety and concerns of employees at work.

## **DEMAND #18**

### **AISLEWAYS**

This demand is settled on the basis the Company will ensure that designated storage areas are used and that aiseways are kept clean.

## **DEMAND #19**

### **OVERHEAD CONVEYORS AND HANGERS; LEAKING OIL MACHINES; LIFT TRUCK MAINTENANCE**

This demand is resolved on the following basis, that as part of the Preventative Maintenance Program:

(a) Overhead conveyors and hangers are inspected and recorded on a regular basis, depending on production schedules, but not less than once a year.

(b) Oil leaks on all existing machinery are permanently fixed.

(c) Lift trucks are regularly inspected.

## **DEMAND #20**

### **EMPLOYEES HAVE ONE SUPERVISOR**

This demand is settled on the basis that it is the Company's policy that under normal circumstances, each employee have only one supervisor.

However, in matters concerning safety, in emergencies or on occasions when an employee's immediate supervisor is not available, an employee may be required to carry out the orders of another supervisor.

**DEMAND #21**

**NEW PRACTICES IMPLEMENTED**

This demand is settled on the basis that the Company shall insofar as practical, advise the Chairperson and the Shop Committee during the weekly update of any noteworthy change in Plant practices or procedures.

**DEMAND #22**

**UTILIZE EMPLOYEES**

This demand is settled on the basis that Supervision will make every attempt possible to keep and **utilize** employees at work.

**DEMAND #23**

**STUDENTS**

This demand is settled on the basis that before students are scheduled to work weekend overtime the department's distribution group will be satisfied first and then the Burden Centre overtime list will be reviewed for employees knowledgeable of the work. The Union and Management will discuss overtime scheduling involving students.

**DEMAND #24**

**PAY CHEQUE DELIVERY WHEN ON P.A.A.**

This demand is settled on the basis that when an employee is scheduled to be off on P.A.A. all day Friday, the employee may pick up their pay cheque on Thursday (provided the cheques are available) between the hours of 2:30 and 4:00 p.m.

## **DEMAND #25**

### **DISCIPLINE**

This demand is settled on the basis that Management will not issue suspensions during the last hour of the shift.

It is understood, however, that exceptions to this procedure could be necessary where the nature of the misconduct required immediate disciplinary action.

**This** issue will be dealt with approximately the same time the next day.

## **DEMAND #26**

### **DISCIPLINE RECEIPT**

This demand is settled on the basis that when discipline is removed from an employee's record, a copy will be forwarded to the Committeeman.

If requested by the employee, supervision will provide written notice of such removal.

## **DEMAND #27**

### **WATER FOUNTAINS**

This demand is settled on the basis that there will be sufficient water fountains located in strategic locations throughout the Plant to service the needs of all employees. Problems brought to the attention of Labour Relations will be investigated.

## **DEMAND #28**

### **COVERALLS, SHOP COATS, SAFETY SHOES**

This demand is settled on the following basis:

Coveralls will be issued on a **dirty** job basis to the Machine Floor Production employees who currently receive them.

Shop coats will be issued to the following employees:

- Grinding Room
- Tool Room
- Auto Transmission Testers

Safety shoes (one pair per year) will be issued to the following employees:

- Material Steel Follow-up
- Auto Transmission Testers
- Auto Transmission Repairmen
- Service Attendant
- Auto Mechanics
- All Skilled Trades
- General Labourers
- Oilers
- Dept. **80** and **81** employees
- Dept. **40** Jobsetters

During the **1990** Negotiations, the parties agreed to pay seniority employees actively at work up to Sixty-five Dollars **(\$65.00)** to purchase safety footwear from Company approved sources no more than once per year. It is understood that if shoes are purchased for less than Sixty-five Dollars **(\$65.00)**, the amount paid by the Company will be the actual cost of the shoes.

Laid off employees or new employees that **are** working in plants as vacation replacements will not be covered by the program. It is understood that this program is not applied to those employees who currently receive fully paid footwear. Payroll deduction for shoes in excess of Sixty-five Dollars **(\$65.00)** can be made through only one payroll deduction.

#### **DEMAND #29**

#### **FOOT BATHS FOR ALL SHOWERS**

This demand is settled on the basis that the Company shall provide Athlete Foot protection in the locker rooms for employee use.

### **DEMAND #30**

#### **MEDICAL SERVICES**

This demand is settled on the basis that the availability of Medical facilities and personnel will be continually reviewed throughout the Plant. It is Management's intention to provide adequate medical coverage in the Plant at all times. In addition, an emergency telephone line has been set up to ensure medical care in the case of any emergency.

### **DEMAND #31**

#### **ASSEMBLER ABSENT ONE WEEK OR MORE GET REPLACEMENT INSTEAD OF USING SPARE PEOPLE**

**This** demand is settled on the basis that, in the Assembly Room, the primary function of a Spare Man is to replace people on a short term absence from the plant. Longer term absences, where practicable, will be filled by additional, available manpower.

### **DEMAND #32**

#### **USE SENIORITY EMPLOYEES WHO APPLY TO WORK SHUTDOWN**

This demand is settled on the basis that seniority employees who make their intentions known well in advance to work during a rolling shutdown period within their department, and who specify another two (2) week vacation period within the prime time months of July and August, may be allowed to work during their shutdown period. The Company must be guided in this regard by such factors as the number of job openings in their Burden Centre, efficiency of operations, the type of work available, physical capabilities and the availability of replacements for their requested vacation period.

This demand will in no way add or deduct from the number of employees required to work during the rolling shutdown period.

The scheduling of employees to work the annual Plant Shutdown will continue as per current plant practice.

**DEMAND #33**

**EMPLOYEE FILES**

This demand is resolved on the basis that when a Supervisor makes an entry on an employee's contact card, the employee should be notified. However, such entry does not constitute a disciplinary action and a Union representative may not be required to discuss this entry during working hours.

**DEMAND #34**

**TRAINING EMPLOYEES FOR OVERTIME EQUALIZATION**

- A)** In order to facilitate the application of Paragraph 159 of the Master Agreement, the Company will **endeavor** to ensure that each employee is capable of performing as many jobs as is feasible in their particular **equalization** group.
- B)** It is understood by the parties that certain operations, by virtue of their complexity, may inhibit some training opportunities.
- C)** Where practicable employees will be assigned to their regular jobs when working overtime providing their particular job is working.
- D)** After satisfying the shift, Supervision will canvas the department and then the Burden Centre. It is understood by the parties that certain circumstances, **ie:** O/T scheduled late Friday, that this procedure may be impracticable. It is further understood that this practice must not violate any Plant Policy or Procedure.

**DEMAND #35**

**DEADLINES FOR LEAVE AND VACATION REQUESTS**

Date of May 1st each year for June, July and August, by seniority. After May 1st each year, on first come basis.

**DEMAND #36**

**TRUCKS NOT TO USE KILDARE AT SHIFT CHANGES**

This demand is settled on the basis that the Company will continue its current practice of restricting truck traffic during shift changes. Labour Relations will monitor situation.

**DEMAND #37**

**KEEP ALL GATES OPEN WHENEVER ANYONE IS SCHEDULED IN PLANT**

The Company will continue to address the delays of entering and exiting our plant gates. In "C" Building a notification board is posted at the gate informing employees of its accessibility.

**DEMAND #38**

**ALL SUPERVISORS TO BE GIVEN A PHONE NUMBER FOR CANTEEN SERVICES (REPAIR & REPLENISH)**

The vending service will post phone numbers on vending machines and the service people will get messages through their paging and recording system.

**DEMAND #39**

**SUPERVISOR TO INFORM EMPLOYEE WHETHER HE IS PERMANENT OR TEMPORARY ON A JOB**

This demand is settled on the basis that supervision will inform employees that their assignments are permanent or temporary.

**DEMAND #40**

**COMMITTEEPERSON TO BE NOTIFIED OF ALL DEPARTMENTAL MEETINGS**

The Company will **endeavor** to notify Committeepersons of Departmental Meetings.

**DEMAND #41**

**REPLACEMENT OF DAMAGED CLOTHES**

When Management has determined an employee's clothing has been damaged in the normal performance of his duties at work, due to conditions beyond the control of the employee and the damage has occurred **in** spite of the exercise of normal care and caution on the part of the employee, the employee will be reimbursed, a fair amount, for the damaged clothing and according to the procedure for payment.

**DEMAND #42**

**COPIES OF OVERTIME SHEETS**

District Committeepersons may go to their represented areas and get copies of overtime sheets after notifying the Supervisor responsible, if they so desire.

**DEMAND #43**

**COMPANY TO NOTIFY UNION WHEN EMPLOYEES VISIT OTHER PLANTS.**

District Committeepersons may review weekly with the Superintendent of a specific area the status of employee assignments.

**DEMAND #44**

**WHEN AN EMPLOYEE IS DISCIPLINED, COMPANY NOT TO FILL HIS JOB PERMANENTLY UNTIL THE GRIEVANCE PROCEDURE IS EXHAUSTED**

Such openings will be filled on a temporary basis.

**DEMAND #45**

**WHEN A TWO SHIFT EMPLOYEE DOES A THREE SHIFT JOB, EMPLOYEE GOES HOME AFTER STRAIGHT EIGHT**

This demand is settled on the basis that if a two shift employee is placed on a three shift operation for the rest of the shift, and the placing took place prior to lunch the employee will be allowed to go home after working straight eight hours.

**DEMAND #46**

**NO FORCED ROTATION OF JOBS**

Forced job rotation will not be used to resolve temporary\_or permanent ergonomic-related problems.

**DEMAND #47**

**PASS WHEN EMPLOYEE IS ILL**

When an employee who is ill on the job and who requests time off to seek medical aid from a doctor (having already seen the Plant Medical Department) will be issued a personal pass out without undue delay. The employee involved must furnish written evidence of such medical aid, from the Doctor or Medical Aid **Center** he stated he was to see.

**DEMAND #48**

**THAT THE COMPANY FINANCIALLY PARTICIPATE IN ALL WELLNESS PROGRAMS THAT ARE MUTUALLY AGREED TO**

The Plant Manager will determine the financial participation to this program.

**DEMAND #49**

**THAT AN OFFICIAL WELLNESS COMMITTEE BE FORMED**

This demand is settled on the basis that a committee will be formed which will include the Plant Medical Director and the Union Health & Safety representative.

**DEMAND #50**

**EMPLOYEES WORKING ALONE**

This demand is settled on the basis that in the assigning of work the Company shall adhere to Document #71 of the Master Agreement. This, however, does not preclude the Company from assigning employees to work alone provided safe working conditions exist.

**DEMAND #51**

**DESIGNATED VACATIONS**

All employees are required to retain eighty (80) hours of vacation time to be used as their designated vacation during Plant Shutdown. Vacation time used prior to the Plant Shutdown will not be considered as designated vacation time pursuant to the Employment Standards Act, unless the employee is scheduled to work during the Plant Shutdown.

**DEMAND #52**

**MEDICAL INFORMATION RE:  
EMPLOYEE CALL-INS**

During the current negotiations, the Union raised a concern regarding medical information being requested by Plant Security Officers when they document employee call-ins.

Due to the sensitive nature of certain medical information, it is not appropriate for Security to request any type of diagnosis from the employee. Even if the calling employee volunteers specific medical information, it should only be documented as the employee being sick or involved in an accident, etc.

**DEMAND #53**

**OVERTIME NOTIFICATION DURING PERIODS OF LAYOFF**

The Company will notify the Union of any overtime scheduled after the scheduling meetings during periods of layoff.

**DEMAND #54**

**MONDAY MIDNIGHT SHIFT EARLY START (OVERTIME DEFERRAL)**

When there is mutual agreement between the Parties, early start-up shifts, on Sunday afternoon, for Monday's midnight shift, will be until noon after 9:00 p.m. on Sunday.

PRODUCTION

WORKING CONDITION DEMANDS

FROM THE 1990 LOCAL NEGOTIATIONS

The following demands were resolved on the basis indicated:

**DEMAND #55**

**IRREGULAR WORK HOURS FOR OVERTIME  
SHIFTS ON WEEKENDS**

When there is mutual agreement between the Parties a weekend afternoon shift of five (5) hours or more, providing that the day shift is scheduled full, can be advanced to start earlier than the normal afternoon shift start. This is providing that the day shift is scheduled for at least as many hours of overtime as the afternoon shift. For the purpose of this language, scheduled full shall mean all the employees within a specific classification. The afternoon shift will not be scheduled to start until one half-hour after the day shift.

**DEMAND #56**

**JOB SELECTION WHEN MULTIPLE TRANSFERS  
TO A DEPARTMENT**

When two or more employees transfer into a department the assignment of open jobs will be by seniority.

**DEMAND #57**

**LOW OVERTIME PERSON FROM GROUP TO BE LOANED OUT FOR OVERTIME PURPOSES**

This demand is settled on the basis that whenever additional employees are required for weekend overtime in a production department overtime group, Management where practical, will endeavour to loan the lower overtime employees within the Burden Centre who have made their intentions known to supervision. However, assignments may be governed by the capabilities and experiences of the employees and the necessity to avoid **re-assignment** of other employees to find qualified operators.

**DEMAND #58**

**JOBSETTERS**

This demand is settled on the basis that Jobsetters will be used for absenteeism, relief, and emergencies only. It is not the Company's intention to have Jobsetters working an operator's job for a full shift.

**DEMAND #59**

**PER DIEM**

This demand is settled on the basis that when an employee has worked as a Per Diem the entire week **from** Monday to Friday, **they** will not be **eligible** for that weekend's overtime in the bargaining unit unless **Burden Centre overtime has been satisfied in production** and all **tradespeople** of the employee's classification in Skilled Trades have been **asked** to work.

## DEMAND #60

### SUPPLEMENTAL HELP

This demand is settled on the basis that Supplemental Painters will be chosen by application and seniority. The employee must change shifts if necessary without premium. If unavailable, the employee will be scheduled at shift change.

## DEMAND #61

### OVERTIME LINE REPAIR AGREEMENT TO BE RENEWED

During the 1990 Negotiations, the Company and Union mutually agreed to handle the running of repairs on the assembly lines in the following fashion:

- The loading of transmissions to the J-bars on the main line would be performed by Assemblers.
- Once the transmissions are placed on the J-bars, they will become the responsibility of the Repairmen who will perform all work up to replacing the bad part in question. (example - soft sprockets - Repairmen will perform all work such as stripping of pans, bolts, etc., up to the sprocket. They will determine whether the sprocket needs repairing and if so, will remove it and replace it with the new sprocket.)
- After the bad part is repaired and replaced, the transmission will then become the responsibility of the Assemblers who will then perform the re-assembly of the transmission on the main line.
- Repairmen will be assigned to the Repair Bay and the repair jobs on the line by seniority. (High seniority to work in the Repair Bay and low seniority to work repairs on the line.)

If there is need to supplement the Repair group on overtime, Utility and Assemblers will be used on a ratio of 1 to 2. (Line repairs only.)

**EXAMPLES:**

1 person - use Utility

2 people - 1 Utility and 1 Assembler

3 people - 1 Utility and 2 Assemblers

4 people - 1 Utility, 2 Assemblers, 1 Utility, etc.

Utility will continue to supplement the Repair Bay as in the past.

**DEMAND #62**

**BALANCE OVERTIME BETWEEN SHIFTS**

This demand is settled on the basis that overtime averages which vary significantly between similar overtime groups in the same department but on opposite shifts should be reviewed with Management. It is not the Company's intention to have an inequitable balance of overtime hours between shifts.

**DEMAND #63**

**OUTSIDE TRUCK DRIVER-DELIVERY AND PICK-UP MATERIAL**

This demand is settled on the basis that another outside truck driver will be added as required. However, when he is not **utilized** on pick-up and delivery, he will be assigned to work in the Material Handling Department. Although certain duties must be retained by Salaried personnel, they are not intended to detract from or restrict the bargaining unit work.

#### **DEMAND #64**

##### **BREAKDOWNS**

This demand is settled on the basis that the Company will not **utilize** Jobsetters to supplement the Custodian group, during overtime hours.

#### **DEMAND #65**

##### **TEMPORARY ASSIGNMENTS**

This demand is settled on the basis that when an employee's job is down, temporary assignments will be made without discrimination, taking into consideration the availability of employees and their adaptability to perform the normal requirements of the job to be filled. All things being equal, the low seniority employee on the shift in the department will move unless the high seniority employee affected wants to go.

#### **DEMAND #66**

##### **OILY PARTS NOT TO BE REPLACED ON THE OVERHEAD**

This demand is settled on the basis that the Company shall continue to take appropriate measures to reduce slippery conditions caused by oil, overhead conveyance of parts and unsatisfactory machine platform surfaces.

#### **DEMAND #67**

##### **ROTATION SYSTEM FOR PERSONAL RELIEF**

This demand is settled on the basis that the current system of tag relief will continue to be used on the Assembly Lines. Any problems brought to the attention of Management will be dealt with on an individual basis.

## DEMAND #68

### SPARE PERSON - ASSEMBLY ROOM

The following procedure applies to Spares in the Assembly Room.

- When absenteeism occurs, the low seniority Spare in the area concerned will fill the job. If the absent employee reports for work, Spares will be removed from the jobs by seniority.

- Should there be more absentee jobs open in a particular area than there are available Spares, the low available Spare from one of the other areas will be used to fill the job in that area.

- Should an employee be required to leave department to supplement another department, the low available Spare shall have the option to leave the department or do the job of the lowest seniority employee in the department who in turn will leave the department.

- Should an employee in a particular area leave the plant for any reason, the low available Spare in that area will fill the job or low seniority Spare from another area if all Spares are utilized in the area concerned.

- When there is need to supplement the Salvage area the Supervisor will canvass Spares by seniority.

- High seniority Spares have the option of working on a preferred job.

- Should the absentee in a department need more replacements than there are Spares, low utility will be assigned a job providing no Spares are available.

- Temporary openings to the Spare job will be canvassed after one week and the high canvass will have the right to exercise his/her seniority for job assignments in the group.

**DEMAND #69**

**SUPPLEMENT ASSEMBLY LINE BY SENIORITY  
(USE SPARE FIRST)**

Once the spare group is fully utilized and there is still need to supplement the Main lines and the Button-up with employees from other areas within the department. Management will use employees from the area by seniority beginning with the lowest seniority employee in that area (i.e., Salvage area).

**DEMAND #70**

**WHEN SUB-ASSEMBLY EMPLOYEES ARE LOANED  
OUT OF DEPARTMENT, COMPANY TO ASSIGN THE  
LOWEST SENIORITY EMPLOYEES TO THE LINE  
FIRST**

This demand is settled on the basis that when practical, Management will assign Sub-Assembly employees to the Assembly Lines by low seniority.

**DEMAND #71**

**SLAT CONVEYOR TO BE PART OF DEPT. 60**

Demand settled based on the slat conveyor being assigned to the Assembly Room. Employees currently assigned to those jobs will be red circled and remain in Material Control until openings in other areas permit their movement.

**SKILLED TRADES**  
**WORKING CONDITION DEMANDS**  
**FROM THE 1990 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #72**

**STARTING NEW SHIFTS IN SKILLED TRADES**

This demand is settled on the basis that Management will offer the premium shift to the high seniority employee where circumstances permit. Any problems encountered with the application of this demand will be dealt with on an individual basis.

**DEMAND #73**

**GLOVES-GRINDING ROOM**

This demand is settled on the basis that proper gloves for the Grinding Room will be provided and kept in the Expense Stores.

**DEMAND #74**

**FACTORY PERSONNEL**

This demand is settled on the basis that it is Management's responsibility to assist and escort Factory Personnel **in** the Plant. While machinery is under the jurisdiction of the vendor, it is the vendor's responsibility to test and approve the equipment prior to turning it over to the Company.

During this time the proper Skilled Trades will be assigned as required. Once the equipment is turned over for production, specific Skilled Trades personnel will perform the required work.

**DEMAND #75**

**TRANSFERS (BY MUTUAL AGREEMENT BETWEEN EMPLOYEES WITHIN THE MAINTENANCE, TOOL ROOM AND DIE SHOP)**

This demand is settled on the basis that transfers which are exercised by the Superintendent of Maintenance or Superintendent of Tool Trades or their designate and shall be subject to the following conditions:

- (1)** Only one mutual transfer per month **will be** honoured **per** trade within a zone or department.
- (2)** Employees, exercising a mutually agreed upon transfer will not be eligible for another mutual transfer for a period of six months.
- (3)** Employees transferring under these provisions shall carry their overtime hours, except in the case of a transfer to or from the Die Shop, in which case the transferring employee will take the average of the group to which they transfer.

**DEMAND #76**

**ENGINEERING PERSONNEL NOT BE ALLOWED TO DO CAW SKILLED TRADES WORK**

This demand is settled on the basis that it is **recognized** that Engineers are required to perform various duties in the Plant, however, those duties do not include work normally performed by Skilled Trades employees.

**DEMAND #77**

**PRODUCTION PEOPLE SHOULD NOT BE ORDERED TO DO SKILLED TRADES WORK**

This demand is settled on the basis that work that has historically been performed by Skilled Trades shall not be assigned to production classifications.

**DEMAND #78**

**LINES OF DEMARCATION MEETINGS  
SCHEDULED MONTHLY**

This demand is settled on the basis that monthly meetings to discuss problems with Lines of Demarcation will be scheduled between the Skilled Trades committeemen and Management.

**DEMAND #79**

**TOILET LOCKS**

This demand is settled on the basis that broken locking devices are replaced, when necessary, as part of our regular Maintenance Program.

**DEMAND #80**

**EATING AREA TOOL ROOM**

This demand is settled on the basis that one (1) table remains in the Tool Room.

**DEMAND #81**

**PORTABLE SHIELDS**

This demand is settled on the basis that portable shields will be purchased as required.

**DEMAND #82**

**CONTRACTORS - (UNION NOTIFICATION)**

This demand is settled on the basis that a Committee will be established with representatives from the Company and the Union to review potential contractor work.

### **DEMAND #83**

#### **VENTILATION**

This demand is settled on the basis that the Company shall, as part of a Preventative Maintenance Program maintain ventilation systems and floor surfaces. Problems brought to the attention of Management will be reviewed **in** order that the problem may be resolved. Furthermore, our continuing interest in unproved ventilation resulted in the Company's commitment to a tempered-air system as outlined in the letter dated October 5, 1990.

### **DEMAND #84**

#### **ALL SIGNS PAINTED, PLASTIC ETC., BE MADE OR ALTERED BY CAW PAINTERS**

This demand is settled on the basis that painters will **engrave** plastic signs and name tags, provided we have the manpower, equipment and are capable of doing such work within the required time frame.

### **DEMAND #85**

#### **BULLETIN BOARDS - SKILLED TRADES**

This demand is settled on the basis that the current week plant-wide overtime sheets will be posted in each of the Skilled Trades Areas.

### **DEMAND #86**

#### **ANY TRAINING OR UPGRADING BE DONE BY SENIORITY**

This demand is settled on the basis that the Company shall consider higher seniority employees by area in the training of journeymen. This does not preclude the Company from training junior employees where several journeymen are to participate or the Company is restricted due to other circumstances. The opportunity for training in the Die Shop **shall** be given to senior Tool and Die Makers who transfer.

**DEMAND #87**

**SOUND PROOF EQUIPMENT SKILLED TRADES AREA**

This demand is settled under current conditions on the basis that problems encountered with the above will be reviewed with the Committeeman and Supervisor involved in order that the problem may be resolved.

**DEMAND #88**

**EYE CLEANER FLUID BE SUPPLIED**

This demand is settled on the basis that the Company install adequate eye glass cleaner stations in the Plant, including the Skilled Trades areas.

**DEMAND #89**

**OVERTIME EQUALIZATION AGREEMENT FOR ALL SKILLED TRADES**

This demand is settled on the basis that for the purposes of administering the provisions of Paragraph 159 of the Master Agreement, overtime shall be equitably distributed insofar as practical among those employees who perform similar work on such shift in such department.

The Die Shop shall be considered as a separate department for the purpose of overtime equalization. The Tool Room and Maintenance Zones shall be considered together for the purposes of overtime equalization.

The offer of available weekend overtime within Maintenance shall be dependent upon the relative overtime standings of journeymen in the various zones. When overtime is scheduled in a particular zone, the number of journeymen offered overtime from outside that zone will not exceed the number of journeymen from within the zone.

Extended shift overtime through the week in the Die Shop, Tool Room or the various Maintenance Dept. zones shall be equitably distributed among journeymen in their respective areas.

Saturday and Sunday overtime, when required, shall be offered as a weekend package. Employees refusing one or both days will be charged the applicable pay hours.

Problems regarding the interpretation of this overtime distribution understanding will be reviewed and resolved by the parties to the Agreement.

During 1990 Negotiations the Parties agreed to implement, on a one-year trial basis, the following method of overtime equalization for weekend overtime within the Maintenance Zones and the Tool Room;

(1) When the average overtime hours in a particular classification within a specific zone is within seventy (70) hours of the average of the lowest zone (in the same classification), then that zone will schedule its own employees first for weekend overtime.

(2) When the average overtime hours in a particular classification within a specific zone exceeds the average hours of the lowest zone (in the same classification) by more than seventy (70) hours, then that exceeding zone will schedule its overtime plant-wide except that the first and fifth employees will be scheduled from that exceeding zone for weekend overtime.

**DEMAND #90**

**COMPANY TO REPLACE ALL TOOLS IF BROKEN,  
LOST, STOLEN OR WORN OUT**

This demand is settled on the basis that requests for the replacement of broken, lost, stolen or worn tools will be made through supervision. Tools which are replaced will be of similar quality. Problems with this procedure may be discussed with Labour Relations.

**DEMAND #91**

**SKILLED TRADES BUILDING MAINTENANCE  
ROTATION**

This demand is settled on the basis that Building Maintenance Skilled Trades will rotate with Central Shop on a yearly basis. For the purposes of overtime equalization, Build & Maintenance will be a separate zone during the one-year trial period for Skilled Trades overtime.

**DEMAND #92**

**SUPPLEMENT TRADES WITH OTHER SKILLED  
TRADES**

This demand is settled on the basis that if Supplemental Help is required for a trade, that Supplemental Help will be drawn from laid-off tradesmen outside that trade by seniority before reclassifying non-journeymen in the plant who have the ability and adaptable skills unless a valid license and/or ticket is required to perform the work.

When laid off, Skilled Trades employees should apply at the Employment Office in order to identify their intentions and qualifications for working in another trade.

Management shall notify the Skilled Trades Committee of the necessary duration for Supplemental Help. Extensions to this date will be reviewed with the Committee.

**DEMAND #93**

**SKILLED TRADES COMMITTEE AND CHAIRMAN  
TO MEET AND DISCUSS ANY CHANGES IN  
PRACTICES 48 HOURS MINIMUM BEFORE  
IMPLEMENTING**

This demand is settled on the basis that the Company shall insofar as practical, advise the Skilled Trades Committee and Chairman of any change in Plant practices or procedures.

**DEMAND #94**

**SKILLED TRADES SENIORITY LISTS**

This demand is settled on the basis that seniority lists by trade to be posted in the two (2) existing centralized locations and one (1) list provided to the Skilled Trades Committee person. Requests for updated lists may be made through Labour Relations or the Employment Office.

**DEMAND #95**

**REPAIR AND MAINTENANCE OF ALL AIR  
CONDITIONERS BY CAW ELECTRICIANS AND  
PIPEFITTERS**

This demand is settled on the basis that employees in the Electrical and Steamfitter classifications will repair window and panel air conditioners as well as water coolers provided we have the equipment, manpower, and are capable of doing such work within the required time frame.

**DEMAND #96**

**REPAIR OF 3151 BASKETS TO CAW TRADES**

This demand is settled based on the Company providing an area for the repair of in-house stock bins and containers.

**DEMAND #97**

**ELIMINATE TIME TICKETS IN TOOL ROOM**

This demand is settled on the basis that the agreement reached between Tool Room Management, and the Union, will be adhered to. Any problems with this agreement brought to the attention of the parties will be dealt with on an individual basis.

**DEMAND #98**

**HONOR TRANSFER WHEN APPRENTICE GRADUATES**

(i)

This demand is settled on the basis that when an apprentice graduates and the Company designates to which area a graduating apprentice will be assigned, the Company will endeavor to honor as many moves as per opening as are deemed practical by the Superintendents of Maintenance or Superintendent of Tool Trades.

**DEMAND #99**

**SKILLED TRADES TRANSFERS**

This demand is settled on the basis that the Company will **endeavor to honor** as many moves as per opening as are deemed practical by the Superintendents of Maintenance or Superintendents of Tool Trades.

**DEMAND #100**

**CSA - SKILLED TRADES TO MAN CRIB JOB**

Central Crib will be manned by Skilled Trades placement people. If there is an insufficient number of Skilled Trades placement people from Monday through Friday, the Crib may be manned by Production placement people until a Skilled Trades placement requiring such a job becomes available. If there is a need to open the Crib on weekends, past practice will prevail.

## **DEMAND #101**

### **APPRENTICE OVERTIME**

Apprentices who work alone in the last thousand hours of their apprenticeship will be scheduled to work overtime if all the tradespeople in their respective trade have been scheduled to work on Saturday.

**CUSTODIANS**

**WORKING CONDITION DEMANDS**

**FROM THE 1990 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #102**

**SNOW REMOVAL FROM WALKWAYS AND  
PARKING LOTS**

This demand is settled on the basis that the Company will continue to maintain the walkways and remove snow as required by Bargaining Unit employees.

**DEMAND #103**

**RATE INCREASE DRIVER YARD MAINTENANCE**

This demand is settled on the basis that the Driver Yard Maintenance equipment employee will be paid the Truck Driver Outside rate (CODE ~~KKAZ~~) when operating the Bob Cat, Snow Plow and Caterpillar.

**DEMAND #104**

**CUSTODIAN SERVICES**

This demand is settled on the basis that the Company **recognizes** its responsibility to maintain a clean and sanitary environment and shall provide adequate service on an overtime and regular work week basis. Whenever full production is operating, the normal complement of General Labourers who service those production areas will be scheduled to work.

**DEMAND #105**

**GARDENER COMMITMENT**

This demand is settled on the basis that the Gardener will be employed on yard work during the winter months on the same basis as he is employed as Gardener during the summer months.

**DEMAND #106**

**SCRUBBERS FOR CLEANING FLOORS AND  
INVENTORY FOR JANITORIAL SUPPLIES**

This demand is settled on the basis that the scrubber vehicles in the Custodians Dept. will continue to meet the environmental standards. In addition, all required janitorial supplies will be kept at adequate levels.

**DEMAND #107**

**HIGH SENIORITY A.V.O. CUSTODIAN FOR  
TEMPORARY PREMIUM JOBS**

This demand is settled on the basis that where practicable, the highest seniority Custodian assigned to Automation Cleaner duties will be selected for short term temporary premium jobs if they have not been assigned another job and are capable of performing the job. Longer term temporary premium jobs of a week or more where practicable will be filled by the highest seniority **AVO** on file provided they are capable of performing the job.

**DEMAND #108**

**CUSTODIANS STRAIGHT EIGHT-HOUR SHIFTS**

This demand is settled on the basis that Custodians who are working on a three shift rotational basis and who service a production department that operates on a straight eight (**8**) hour shift, are to be scheduled on a straight eight (**8**) hour shift.

**DEMAND #109**

**MORE AUTOMATION CLEANERS ON AFTERNOON  
SHIFT IN CUSTODIANS**

This demand is settled on the basis that if an Automation Cleaner is available on the night shift, he will be temporarily assigned to the absent Custodian's job.

However, if an Automation Cleaner is not available to replace an absent Custodian on the night shift, the Company will arrange, wherever possible, for an Automation Cleaner to assist the day shift Custodian.

**DEMAND #110**

**CUSTODIANS UNDER ONE SUPERVISOR**

This demand is settled on the basis that the Company will maintain the present practice of having Custodians under one Supervisor; however, if this does not prove satisfactory, the Company reserves the right to discontinue this understanding.

**DEMAND #111**

**ALL PRESENT GARBAGE WE HANDLE WE KEEP**

This demand is settled on the basis that the Custodian Truck Driver will continue to service plant as required. The driver will also handle recycled products unless they are purchased by a vendor outside of Essex County.

**DEMAND #112**

**SCRUBBER, TENANT, PIT CREW TO RECEIVE MORE MONEY (KPAZ)**

This demand is settled on the basis that Scrubber, Tenant, Pit Crew and Building Maintenance crews will be reclassified Driver-Yard Maintenance Equipment (code **KPAZ**). Cement work, roof repairs, and floor patching will become part of the Building Maintenance crew job assignment.

**DEMAND #113**

**GENERAL LABOURERS TO RECEIVE LABOUR YARD MAINTENANCE RATE (HYAZ)**

This demand is settled on the basis that Custodians presently classified as General Labourers **GUDA** will be reclassified Labourer Yard Maintenance. (**HYAZ**)

**DEMAND #114**

**HIGH SENIORITY AUTOMATION CLEANER TO HAVE OPTION TO REPLACE STRAIGHT EIGHT ON ABSENTEEISM**

This demand is settled on the basis that when practical, Management will replace an absent Custodian on a straight eight-hour shift with the high seniority Automation Cleaner on that shift.

**DEMAND #115**

**AFTER IT IS DETERMINED WHICH EMPLOYEES ARE ELIGIBLE TO WORK OVERTIME, EMPLOYEES TO BE ASSIGNED TO JOBS BY SENIORITY**

This demand is settled on the basis that when a Custodian is requested to work weekend overtime on a job other than his normal work assignment in the General Group, he will be assigned work in a fair and equitable manner.

**DEMAND #116**

**SET UP P.M. PROGRAM FOR GRATTING AND RUBBER MATS - CLEANING IN THE ASSEMBLY ROOM**

This demand is settled on the basis that the Company has instituted a P.M. program for the cleaning of grates and rubber matting in the Assembly Room.

**DEMAND #117**

**LICENCES - OUTSIDE TRUCK DRIVER**

This demand is resolved on the basis that the Custodian Department will train high seniority employees who have the necessary licences to do the Outside Truck Driver job on a temporary basis.

**DEMAND #118**

**CUSTODIAN EQUIPMENT**

During the current negotiations the Parties discussed the need to upgrade Custodian equipment. The Company committed to purchasing equipment such as high pressure sprayers, walk-behind floor cleaners and vacuums, in order to enhance the maintenance of plant facilities.

**NON-PRODUCTION  
WORKING CONDITION DEMANDS  
FROM THE ~~1990~~ LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #119**

**PRECISION INSPECTOR OVERTIME**

During the current negotiations the Parties agreed that Precision Inspectors would equalize overtime plant-wide.

**DEMAND #120**

**REPLACEMENT OF LIFT TRUCK SEATS**

During the current negotiations, the Company agreed that when Lift Truck seats require replacement, cloth seats will be installed.

**DEMAND #121**

**LIFT TRUCKS, CUSTOM-DISPATCH AND DUMP TRUCKS**

This demand is settled on the following basis. The Company will continue its practice of ordering electric lift trucks as required. The lift trucks that are utilized outside will be enclosed and the custom-dispatch truck and dump truck will be air-conditioned. Furthermore, the Company will endeavour to keep all electric lift trucks in the plant during inclement weather. The traffic areas in the outside yard will also be properly maintained as required.

**DEMAND #122**

**KEY STOCKMEN**

This demand is resolved on the basis that Key Stockmen shall not be required to drive lift trucks as a normal requirement of their job.

**DEMAND #123**

**COUNTERS**

This demand is resolved on the basis that counters will continue to operate lift trucks primarily for the purpose of performing their normal job.

**DEMAND #124**

**REPLACE CLERKS WHEN ABSENT**

This demand is settled on the basis that when a Material Handling Clerk is absent for more than one week, a replacement will be assigned as required.

**DEMAND #125**

**RECEIVING DONE BY BARGAINING UNIT PERSONNEL**

This demand is settled on the basis that the Company will continue to discourage vendors from making deliveries on holidays and weekends.

**DEMAND #126**

**INSPECTION PRECISION**

Skilled Trades will not be assigned to perform Precision Inspection work.

**DEMAND #127**

**WASTE DISPOSAL OPERATORS WITH A PARAGRAPH 62 TRANSFER**

This demand is settled on the basis that a replacement employee will be assigned to work in the Waste Treatment Plant when one of the Operators is away on sick leave or vacation.

EMPLOYMENT

WORKING CONDITION DEMANDS

FROM THE **1990** LOCAL NEGOTIATIONS

The following demands were resolved on the basis indicated:

**DEMAND #128**

LIST OF TEMPORARY AND PERMANENT TRANSFERS

This demand is settled on the basis that a copy of the weekly manpower transfer list will be given to the Chairman of the Shop Committee.

**DEMAND #129**

NEW HIRES ASSIGNED TO DEPARTMENT **60**

This demand is settled on the basis that the Company will assign all newly hired non-skilled employees to Dept. **60** unless transfers to other openings are exhausted.

**DEMAND #130**

ADJUST MASTER SENIORITY LIST IMMEDIATELY WHEN PER DIEM EMPLOYEES ARE RETURNED TO THE BARGAINING UNIT

This demand is settled on the basis that employees who are assigned to Per Diem status shall have their plant-wide seniority adjusted in accordance with the Master and Local Agreements promptly upon their return to the Bargaining Unit.

**DEMAND #131**

**PREFERENCE OF SHIFT BY SENIORITY DURING LAYOFFS**

This demand is settled on the basis insofar as it is possible to do so, the Company shall give consideration to the shift preference desires of employees within the plant during recall, provided they make their desires known to Supervision well in advance. The Company must be guided in this regard by such factors as the number of employees being recalled, number of job openings on each shift, efficiency of operations, the type of work available, and the physical capabilities of employees being recalled.

**DEMAND #132**

**SENIORITY LISTS**

This demand is settled on the basis that seniority lists will be provided by Burden Centre and by Department upon request to the Chairman of the Shop Committee.

**DEMAND #133**

**TEMPORARY TRANSFER BY PARAGRAPH 62**

This demand is settled on the basis that when a temporary opening occurs in a transferable non-production department, the high **62C** Transfer on file will be used.

**DEMAND #134**

**PROBATIONARY EMPLOYEES**

This demand is settled on the basis that probationary employees will be recalled in accordance with hiring dates as long as their skills and records are adaptable to **the** job required.

**DEMAND #135**

**SENIORITY BOARDS**

This demand is settled on the basis that seniority boards will be placed **in** each zone (1 to 5) and updated on a regular basis.

**DEMAND #136**

**EMPLOYEE TO RECEIVE CARBON COPY OF RATE CHANGE**

This demand is settled on the basis that employees will receive written notice when **there** is a permanent change **in** their rates, if requested.

**DEMAND #137**

**COMPANY TO NOTIFY DISTRICT COMMITTEEPERSON OF TEMPORARY MOVES**

Temporary moves will be discussed at **the** Manpower Meeting for moves outside an employee's department where practicable (over 30 days).

**DEMAND #138**

**UNION TO HAVE TWO HOURS TO MEET WITH NEW HIRES**

Part of orientation - the Union will be allowed to participate with Management during the orientation meeting.

**DEMAND #139**

**PROVIDE LIST OF ALL PLACEMENTS TO UNION**

This demand is settled on the basis that a listing of Medical placements will be provided to the Chairman through the Employment Office.

## **DEMAND #140**

### **UNION OFFICIAL - RETURN TO FORMER JOB**

This demand is resolved on the following basis:

Any elected Union **official** who is required to leave their particular job as a result of their election, will return to such job provided that:

- A)** The defeated Union official has more seniority than the person who replaced them after the election.

In the event that the defeated Union official has less seniority than the person on their previous job, they will return to their department and shift, and take the open job in their classification. If there is no opening then they will bump the low man in the department.

Furthermore, the Company and the Union will come to an agreement as to where the current elected Union officials would flow back to and ensure that employees occupying those particular jobs are aware of this agreement.

## **DEMAND #141**

### **UNION OFFICIAL - RIGHT TO TRANSFER**

This demand is settled on the basis that after a Union official has **filed** a transfer and **he/she** would be eligible for such transfer, due to seniority etc., he,& will receive the job classification rate and his/her seniority will be established in the new department, if they so desire, except for those departments agreed upon where they may receive the pay rate only.

## DEMAND #142

### PERMANENT PLACEMENT PROCEDURE

**This demand** is settled on the following basis:

The following procedure will apply when placing an employee with a permanent disability:

The employee's Supervisor will:

- 1) Review all the jobs in the department and determine which jobs fit the restrictions listed on the placement form.
- 2) For those jobs that meet the restrictions of the placement, identify those employees doing those jobs who have less seniority than the person to be placed.
- 3) Select the job that is held by the lowest seniority employee (and meets the restrictions) and put the placement on that job.

If the Supervisor is unable to find work within his/her department, he/she will review his/her search with the placement **co-ordinator**. If no work is available, the **findings** of the search up to this point will be reviewed with the **CAW** District Committeeperson.

If all agree no work can be found in the department, steps 1 - 3 will be carried out by the General Supervisor on a zone-wide basis. If the General Supervisor is unable to **find** work, the search will be reviewed by the placement **co-ordinator** and **CAW** District Committeeperson as outlined above.

If all agree no work can be found in the zone, a job search throughout the plant will be carried out by the placement **co-ordinator** with assistance from the **CAW** District Committeeperson.

In cases of disagreement, Paragraph **38** of the Master Agreement will apply.

During the 1990 Negotiations the Parties discussed improvements to the Placement Procedure.

## DEMAND #143

### DETERMINE GREATEST SENIORITY

In determining an employee's seniority the following sequence is used:

- 1 Date of Hire.
- 2 Master number if they have one (for employees hired prior to 1975).
- 3 Serial Number.

Therefore, for employees hired on the same date Master numbers take precedence over Serial numbers.

For employees with no Master number hired on the same date, the lower the Serial number, the greater the seniority.

**GENERAL**

**WORKING CONDITION DEMANDS**

**FROM THE 1990 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #144**

**COMPANY TO ALLOW RADIOS IN THE PLANT**

The Company agrees to permit the use of radios in the plant. It is understood that the Union representative for the area will control the employee use of the radios to ensure acceptance of the practice. For safety reasons, no Walkman-type radios nor non-battery type radios are to be used in the plant.

**DEMAND #145**

**SET UP A SCHEDULE TO HAVE CLEAN-UP OF ALL MACHINES**

This demand is settled on the basis that each Production Superintendent and District Committeeman will discuss possible methods for ensuring that equipment is properly maintained. Where schedules are established they may be reviewed by Committeepersons.

**DEMAND #146**

**COMPANY TO GET SNOW REMOVED FROM PARKING LOTS**

Will endeavour to have snow removed from parking lots as soon as possible.

**DEMAND #147**

**PROVIDE HOURLY PARKING IN MUNSEE PARKING LOT AND IN SOUTH END OF WALKER ROAD LOT**

Approximately **40** parking spaces off Seneca Street. Entrance and exit off Seneca Street.

**DEMAND #148**

**ALTERNATE HEALTH & SAFETY REP. BE UTILIZED  
40 HOURS PER WEEK**

Alternate Health and Safety Representative will be assigned to work with the Joint Health and Safety Committee on a full time basis.

**DEMAND #149**

**EQUIPMENT TO KEEP RELATIVE HUMIDITY  
ABOVE 40% IN THE ASSEMBLY ROOM**

This equipment has been installed and will be maintained.

**WAGES**  
**WORKING CONDITION DEMANDS**  
**FROM THE 1990 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #150**

**ANY OVERPAYMENT TO BE NEGOTIATED FOR  
RE-PAYMENT**

This demand is settled on the basis that Management will endeavour to notify employees at work in advance of overpayments to be deducted.

**DEMAND #151**

**FIRST HOUR'S PAY**

This demand is settled on the basis that an employee off work less than one week without a serious illness or operation, can return to work and be cleared by the Medical Department as long as medical evidence is presented.

**A.V.O.**

**WORKING CONDITION DEMANDS**

**FROM THE 1990 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #152**

**SHIFT PREFERENCE**

This demand is settled on the basis that an employee may A.V.O. to another shift in the same department providing there are no A.V.O's to the opening on the same shift where the opening exists. The A.V.O. to another shift can only be applied against the original opening.

**DEMAND #153**

**A.V.O. SYSTEM IN THE TOOL ROOM**

This demand is settled on the basis that the mutually agreed upon A.V.O. system now in effect, will be adhered to.

**DEMAND #154**

**UPGRADE ALL A.V.O. SYSTEMS IN THE PLANT  
(EACH AREA TO SUBMIT PROPOSALS)**

The following areas have agreed to a Manpower Movement System back at the plant: Machine Floor, Assembly Room, Custodians, Oilers, Tool Delivery, Dyno Lab, Tool Room, and Material Control.

**DEMAND #155**

**NON-PRODUCTION - CANVASS AGREEMENT**

The following departments: Chemical Control, Expense Stores, Receiving Inspection, Quality Audit, Gear Lab, Precision Inspection and Utility Inspection will use the canvass agreement as negotiated between the Union and the Company for the 'H' Building and 'C' Building areas. Any unforeseen problems will be mutually resolved between the two parties.

132