

**LOCAL  
AGREEMENTS**

**BETWEEN**

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

**and the**

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

**LOCAL 1973**

**Windsor, Ontario**

***DATED***

**September 27, 2005**  
**(Effective: September 19, 2005)**

## **PREFACE**

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

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## **MUTUAL COMMITMENTS AND 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. The Company recognizes the role of the Union in improving the workplace for its members, ensuring their long term job security, and providing a work environment in which people are treated with respect and dignity, as well as afforded the opportunity for personal fulfillment.

The employees of the Windsor Transmission Plant have demonstrated a commitment to operating excellence which has resulted in benchmark quality levels and notable safety achievements. Continuous improvement in all aspects of the business has been achieved through the development of a work environment that promotes co-operation and recognizes people as the most important resource. The Company and the Union will continue to work together in an environment based on mutual trust and respect in order to be more globally competitive and to provide job security to our employees. To this end, the Company affirms to work with the Union to protect the financial stability of its employees, adhering to the job security provisions of the Master Agreement.

Accordingly, the Parties hereby commit themselves to maintaining a Local Agreement that recognizes our mutual objectives, reflects our continuous efforts toward improvement for everyone, and encourages organizational responsiveness. The Parties, therefore, have agreed to establish the opportunity for constructive dialogue on an ongoing basis so that future problems can be resolved in our best interests. It is Management's desire that the Union be knowledgeable about business conditions surrounding this facility and for the Union to have input into the discussions that may impact the day to day plant operations as it relates to the bargaining unit employees. Information is presented and discussion takes place at a number of forums, all of which the Plant Chairperson is welcome to attend and provide input into issues which may impact Bargaining Unit employees.

## FUTURE PRODUCT PROGRAMS

During 2005 Negotiations, the Parties discussed their primary objective, that being to acquire new business for the Windsor Transmission Plant. To this end, the Parties understand that this will require a fundamental change from our current operating systems, contractual language and local practices. It will necessitate the development of innovative work procedures that will focus on flexibility and help to establish the Windsor Transmission Plant as the leader in safety, people involvement, quality, responsiveness and cost. Furthermore, the collective agreements will be critical to the effectiveness and successful implementation of those changes required to create a competitive workplace that will attract new business.

With any GM corporate decision to award new business, the Windsor Transmission Plant will immediately commence plant-wide implementation of the following provisions of this agreement, at a minimum of one (1) year prior to the launch of the new product.

- A. The establishment of a Steering Committee, comprised of the Chairperson and the Shop Committee and an equal number of Management representatives. This committee will be responsible for the plant-wide implementation of our manufacturing system. This committee will address specific issues contained in this document.
- B. All operations will be governed by the provisions of the Master and Local Agreements except that provisions contained in this document supersede local provisions. Additionally, the provisions in this document may supersede other agreements and practices as determined by the Parties.
- C. The Plant will operate within the established elements of team concept as outlined by the Steering Committee.
- D. Training programs will be established and implemented to advance the skill levels of employees.

- E. In order to ensure the success of the operational transition, it is desirable to minimize workforce churning. Employees transferring into the new product departments, will be required to remain in said department for a period to be determined by the Steering Committee, notwithstanding a reduction in force, or some act not in the control of management.
  
- F. The Steering Committee will discuss issues surrounding non-core work prior to the launch of the new product to avoid any negative impact to employees.

**Non Trades:**

- 1. Roles and responsibilities for group members and group leaders will be defined in accordance with GMS elements.
- 2. A group leader selection process will be implemented and there will be a group leader assigned to each group.
- 3. The Steering Committee will establish classifications within the group and the appropriate rates of pay.
- 4. Core support groups will require unique structures to effectively utilize employees' skills and abilities.

**Trades:**

- 1. The Parties have agreed to the amalgamation of the Machine Repair and Millwright classifications to the single classification, Industrial Mechanic – Millwright.
- 2. Innovative maintenance structures are required to support competitive operations and new approaches for the effective utilization of trades.

3. To support manufacturing operations, work will be moved from the Toolroom to the zones.
4. Overtime practices will be discussed by the Steering Committee.

Both Parties agree to continue to work toward mutually beneficial solutions to any problem that may arise and those conditions or situations that cannot be anticipated at the time of this agreement.



**MEMORANDUM OF LOCAL**

**SENIORITY AGREEMENT**

entered into

**this nineteenth day of September, 2005**

BETWEEN:

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

AND:

National Automobile, Aerospace, Transportation And General  
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 nineteenth day of September, 2005  
(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 their name and seniority date will be listed under their 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 an electronic version will be provided to the Chairperson and the Shop Committee upon request.

## **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):

- 01 Direct Coast Clutch
- 02 Reverse Clutch Housing and Second Roller Race and Sub Assembly
- 03 Forward Clutch Housing and Lo Roller Race, Input Internal Flange and Sub Assembly
- 04 Reaction Carrier, Input Carrier and Sub Assembly
- 05 Reaction Carrier Shaft and Reaction Sun Shell
- 06 Direct Coast Clutch Sub-Assembly
- 20 Case and Sub Assembly
- 21 Valve Body
- 22 Valve Body and Channel Plate Sub Assembly

- 23 Driven Sprocket Support and Sub Assembly
- 24 Forward Clutch Support and Sub Assembly
- 26 Channel Plate
- 30 Mainline
- 31 Button-up
- 32 Test
- 10 Transfer Presses
- 11 Straight Side Presses

**(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
- 120-3 Inspector - Utility
- 125 Dynamometer Operator - Requires a Class "A" Mechanic's Licence
- 126 S.P.C.
- 132-1 Training Centre Co-ordinator
- 164-1 Store Attendant (Oil House)
- 164-2 Laboratory Analyst
- 165 Waste Disposal Plant Attendant
- 172 Store Attendant (Expense Stores)
- 176-1 Gauge Repair
- 190-1 Material Control
- 190-2 Utility Clerk
- 195 Checker-Special-Customs and Dispatch (Traffic)
- 198 Production Clerks
- 564 Custodians

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.

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

- 061-1 Oilers
- 175-1 Tool Delivery
- 178 Central Preset

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

061-1	Oilers
175-1	Tool Delivery
178	Central Preset
125*	Dynamometer Lab

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

**(d)** All employees in the plant may apply for transfer to department:

200	Maximo Administrator
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Similarly, employees in this department may apply for transfer to other departments in the plant (Skilled Trades employees in this department may apply for transfer back to their respective trade).

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

**(f)** 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.

**(g)** Multiple applications filed by the same employee shall become invalid when one of the applications is honoured in accordance with the Job Application Transfer Procedure. Employees are eligible to resubmit transfer applications after the removal of the application display list at 9:00 a.m. on Friday. This provision is also applicable to Loss of Rate Transfers under the provisions of Paragraph 8(a).

**(h)** 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, their seniority will be immediately established in their new seniority group. However, in the case of a temporary assignment, an employee will retain seniority in the seniority group from which they were assigned and will not exercise any seniority rights in the department to which they were 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 their 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 from a Non-Interchangeable Seniority Group is transferred or recalled to a different classification pursuant to the layoff and recall provisions of this Seniority Agreement, and suffers a decrease in their straight time rate thereby; they shall be returned in accordance with their seniority, to their previous Non-Interchangeable Seniority Group when an opening occurs 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, their Loss of Rate Transfer shall become null and void and may not be resubmitted.

(b) 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 departmental openings to be displayed the following Wednesday. Transfer applications will be available in the Employment Office and the Zone Offices.

11. Names of job applicants for departmental openings will be displayed at the respective plant entrances on that following Wednesday at 12:00 Noon and will continue to be displayed up until 9:00 a.m. on the following Friday of that same week.

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 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 request for transfer to those openings provided a signed cancellation form has been received by the Employment Office no later than Friday at 9:00 a.m. of that week.

**14.** All transfers made in accordance with these provisions shall be effective on the third Monday following the Wednesday when the departmental openings were first displayed, at which time successful applicants will report immediately to their new department. The successful applicants will be notified of their transfer on the Monday prior to the effective date of their transfer. Should that Monday be a holiday, the applicant will be notified on the Tuesday.

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

Utility Inspection, Quality Audit, Waste Treatment, Lab Analyst, Oilers, Dynamometer Lab, Tool Delivery, Traffic (Outside Truck Driver), Store Attendant (Expense Stores), Store Attendant (Oil House), Custodians, Material Control, Gauge Repair, Inspector-Precision, Central Preset, S.P.C., Training Centre Co-ordinator, Production Clerks.

## **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 their 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 their department in excess of the balance of a shift and one (1) working day shall, provided they have sufficient seniority, be recalled or returned in line with their seniority to fill a job in their Non-Interchangeable Occupational Seniority Group in their department.

**19.** A seniority employee who is so removed from a Non-Interchangeable Occupational Seniority Group within a department shall, provided they have 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, they 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 their department in excess of the balance of a shift and one (1) working day shall, provided they have sufficient seniority, be recalled or returned in line with their seniority to fill a job in the General Seniority Group in their department.

**21.** Notwithstanding the provisions of Paragraphs 18 and 20 above, the Parties agree that for layoffs of known duration beyond the balance of a week but less than thirty (30) calendar days, the principles of inverse seniority, defined as follows will apply:

- (a) Employees with less than one (1) year seniority in each affected department will be laid off first.
- (b) Thereafter, if less than a full complement of employees with one (1) or more years seniority are required to perform the available work in the department, employees in the affected department will be laid off in inverse seniority order within their classification.
- (c) If it becomes necessary during the temporary layoff to recall employees to a specific department, employees in the affected classification with one (1) or more years of seniority will be recalled in line with their inverse seniority to that specific department.

**22.** 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 they have sufficient seniority, be recalled in line with their 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 their department shall, provided they have sufficient seniority, be recalled in line with their seniority to a job in a General Seniority Group in the plant.

### **General Provisions**

**23.** 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.

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

**25.** 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 Departments as their assignments are completed.

**26.** 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.

**27.** 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 they had established prior to March 1, 1977, and all time worked in the Bargaining Unit subsequent to March 1, 1977, provided:

(a) The employee 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.

(b) Their employment with the Company has remained unbroken. Such employee may be placed on the job to which their seniority would entitle them under the Local Seniority Agreement, beginning with the last previous job they held in the Bargaining Unit; provided however, that if such last previously held job is no longer in existence, they may be placed in accordance with their 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**

**28.** Pursuant to the provisions of Paragraph 156 of the Skilled Trades Section of the Master Agreement, in the event of a layoff 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**

**29.** None of the above paragraphs of this Local Seniority Agreement shall apply to Skilled Trades employees except Paragraphs 1, 2, 3, 9 and 27.

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

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

1. In the event of a reduction in force in excess of 30 calendar days, 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.
2. In the event of a temporary layoff up to the balance of a week, Journeymen/Journeywomen from the classification affected will be laid off from their zone and shift in inverse seniority order.

3. In the event of a temporary layoff known to be one (1) week or greater up to and including thirty (30) calendar days, Journeymen/Journeywomen from the classification affected, will be laid off from their zone in inverse seniority order when production or production repairs are running in their respective zone. Additionally, Zone 6 (Central Shop) will be supplemented with the required and available classification(s) in inverse seniority order.

4. In the event of a temporary layoff known to be one (1) week or greater up to and including thirty (30) calendar days where no production or production repairs are scheduled in the plant, Zone 6 (Central Shop) will be staffed with the required classification(s) for scheduled work in inverse seniority order.

**31.** 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, they may elect to accept a job offered to them 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 they must return at the earliest opportunity to their former Skilled Trades classification, in line with their seniority, as openings occur. Failing to so return, they shall forfeit all claim to their former Skilled Trades classification; and their full seniority shall be established in the seniority group in which they are working.

**32.** 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)**

**33.** 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.

**34.** 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.

**35.** 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)**

**36.** Applications for Skilled Trades transfer must be submitted by Friday at 4:30 p.m., in order to be eligible for area openings to be displayed the following Wednesday. Transfer applications will be available in the Employment Office and the Zone Offices.

**37.** Names of job applicants for area openings will be displayed at the respective plant entrances on that following Wednesday at 12:00 Noon and will continue to be displayed up until 9:00 a.m. on the following Friday of that same week.

**38.** 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.

**39.** Once the job application lists are displayed for upcoming area openings, 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 request for transfer to those openings provided a signed cancellation form has been received by the Employment Office no later than Friday at 9:00 a.m. of that week.

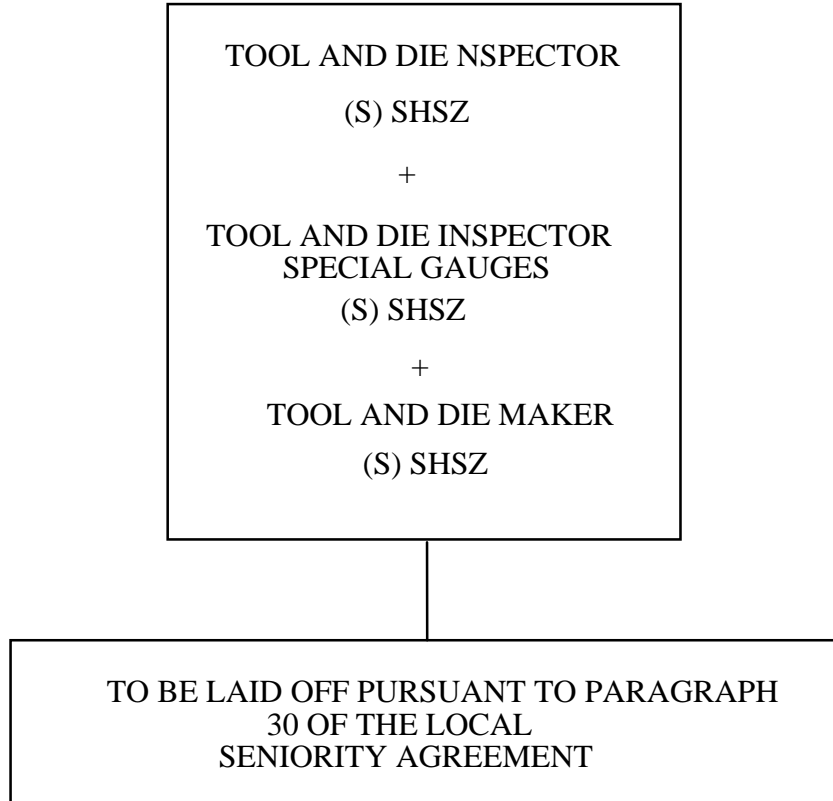
**40.** All transfers made in accordance with these provisions shall be effective on the third Monday following the Wednesday when the area openings were first displayed, at which time, successful applicants will report immediately to their new area. The successful applicants will be notified of their transfer on the Monday prior to the effective date of their transfer. Should that Monday be a holiday, the successful applicant will be notified on the Tuesday.

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

**SENIORITY FLOW CHARTS**

**EXHIBIT "A"**

**TOOL AND DIE**

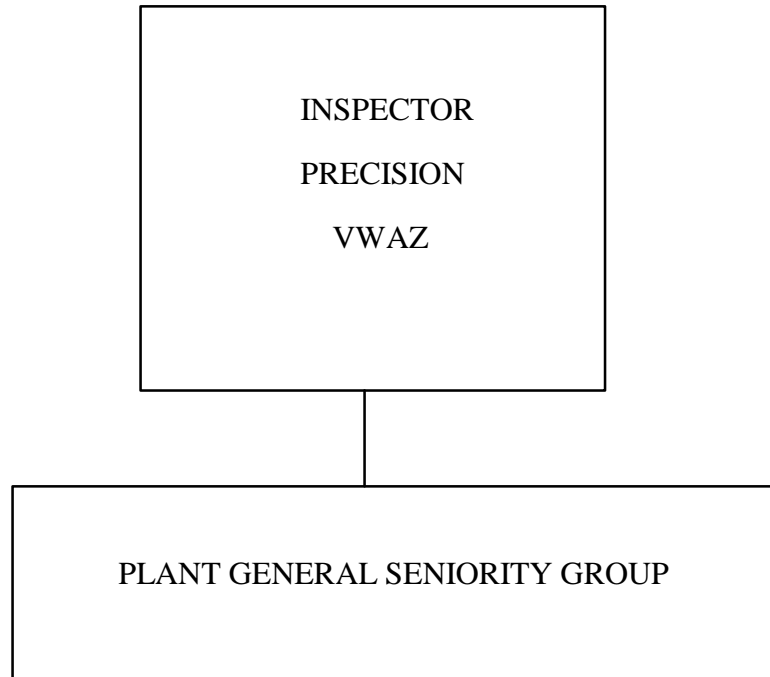


**(S) SKILLED TRADES CLASSIFICATIONS**

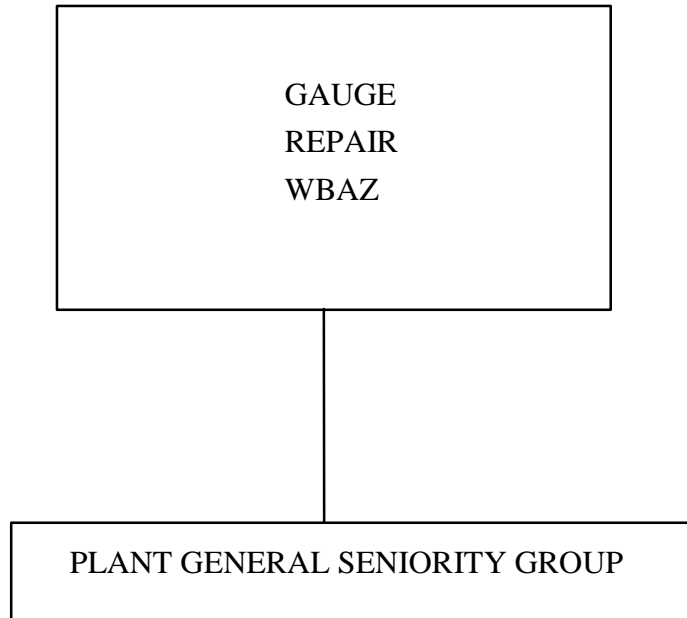


**INSPECTOR – PRECISION**

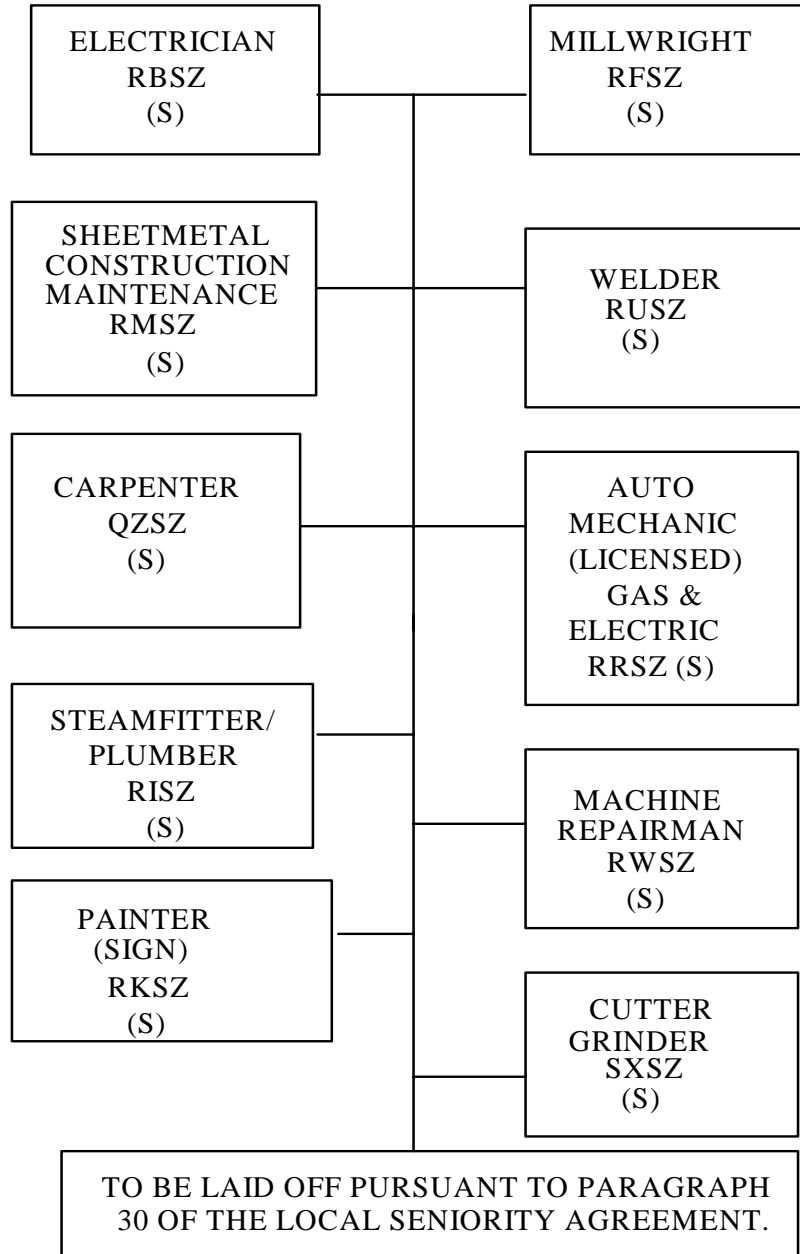
**DEPARTMENT - 120**



**GAUGE REPAIR**  
**DEPARTMENT - 176-1**



**MAINTENANCE TRADES  
DEPARTMENTS - 84175, 19560, 19563, 19569, 19587,  
19590, Zones 1-4**



**(S) SKILLED TRADES CLASSIFICATIONS**

**DYNAMOMETER**

**DEPARTMENT- 125**

DYNAMOMETER  
OPERATOR  
(CLASS "A" MECHANIC'S  
LICENCE)  
WEAZ

PLANT GENERAL SENIORITY GROUP

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,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)  
LOCAL 1973, WINDSOR, ONTARIO**

Signed:

<u>Ken Bruner – Chairperson</u>	Randy Regier
Brian Durocher	<u>Jamie Shaw</u>
<u>Doug Maroon</u>	Todd Smith
<u>Bill Reeves – President, Local 1973</u>	John Wilson

**FOR:  
THE NATIONAL UNION**

Signed:

John Scanlan

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

Signed:

Thomas J. Bennett	Henry Jedlinski
<u>Martha Di Carlantonio</u>	<u>Mary O’Neil</u>
<u>Herb Funkenhauser</u>	<u>Lynne Segedin</u>

**MEMORANDUM OF LOCAL  
WAGE AGREEMENT**

**entered into**

**this nineteenth day of September, 2005**

BETWEEN:

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

AND:

National Automobile, Aerospace, Transportation And General  
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 nineteenth day of September, 2005 (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. Re-engaged 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 their own, while work within their 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 their own when work is not available within their own classification, such employee shall receive the established rate for the classification in which they are required to work.  
  

(b) Notwithstanding the above, when an employee is temporarily assigned to a lower rated job classification but the employee works one (1) hour within their regular job classification, they will be paid the established rate for their 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, they will be compensated at the higher rate for all hours worked on that day, providing they work on such higher rated job classification for one (1) hour or more.

## **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 Chairperson 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**

**SKILLED TRADES**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>09/19/05</b>	<b>09/18/06</b>	<b>09/17/07</b>
		\$	\$	\$
RRSZ	Auto Mechanic Gas and Electric *	37.93	38.23	38.53
QZSZ	Carpenter *	37.93	38.23	38.53
SXSZ	Cutter Grinder *	38.07	38.37	38.67
RBSZ	Electrician *	38.34	38.64	38.94
RWSZ	Machine Repairman *	38.22	38.52	38.82
RFSZ	Millwright *	37.93	38.23	38.53
RKSZ	Painter/Sign *	37.93	38.23	38.53
RMSZ	Sheetmetal – Construction Maintenance*	37.93	38.23	38.53
RISZ	Steamfitter *	37.93	38.23	38.53
SHSZ	Tool and Die Maker*	38.34	38.64	38.94
RUSZ	Welder – Maintenance*	38.07	38.37	38.67

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

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b><u>09/19/05</u></b>	<b><u>09/18/06</u></b>	<b><u>09/17/07</u></b>
		\$	\$	\$
AJAZ	Assembler	31.95	32.25	32.55
VGAZ	Auto Transmission Repair	32.65	32.95	33.25
DVAZ	Auto Transmission Tester	32.08	32.38	32.68
KLAZ	Checker-Special-Custom and Dispatch	32.60	32.90	33.20
VAAZ	Diesetter	32.65	32.95	33.25
KPAZ	Driver - Yard Maintenance	31.95	32.25	32.55
WDAZ	Dynamometer Leader	36.10	36.40	36.70
WEAZ	Dynamometer Operation (requires A Class "A" Mechanic License)	35.51	35.81	36.11

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b><u>09/19/05</u></b>	<b><u>09/18/06</u></b>	<b><u>09/17/07</u></b>
		\$	\$	\$
WBAZ	Gauge Repair	35.67	35.97	36.27
VWAZ	Inspector – Precision	35.85	36.15	36.45
JHAZ	Inspector - Quality Audit	32.31	32.61	32.91
ICWZ	Inspector – Utility	32.31	32.61	32.91
VGAZ	Jobsetter	32.65	32.95	33.25
JOAZ	Laboratory Analyst	32.31	32.61	32.91
HYAZ	Labourer Yard Maintenance	31.64	31.94	32.24
KHNZ	Lift Truck Driver	31.95	32.25	32.55
CFAZ	Machine Operator B	32.08	32.38	32.68

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b><u>09/19/05</u></b>	<b><u>09/18/06</u></b>	<b><u>09/17/07</u></b>
		\$	\$	\$
TTAZ	Machine Repair – Oiler	32.08	32.38	32.68
LAAZ	Material Handler	31.64	31.94	32.24
LBAZ	Receiver	31.95	32.25	32.55
KURZ	Steel Receiver and Follow-Up	32.31	32.61	32.91
KBAZ	Store Attendant	32.08	32.38	32.68
JWAZ	Tool Delivery	32.18	32.48	32.78
KKAZ	Truck Driver – Outside	32.08	32.38	32.68
EZAZ	Utility	32.18	32.48	32.78
HJAZ	Utility Clerk	32.18	32.48	32.78
QGAZ	Waste Disposal Plant Attendant	32.84	33.14	33.44

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,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)  
LOCAL 1973, WINDSOR, ONTARIO**

Signed:

<u>Ken Bruner – Chairperson</u>	Randy Regier
Brian Durocher	<u>Jamie Shaw</u>
<u>Doug Maroon</u>	Todd Smith
<u>Bill Reeves – President, Local 1973</u>	John Wilson

**FOR :**  
**HE NATIONAL UNION**

Signed:

John Scanlan

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

Signed:

Thomas J. Bennett	Henry Jedlinski
<u>Martha Di Carlantonio</u>	<u>Mary O’Neil</u>
<u>Herb Funkenhauser</u>	<u>Lynne Segedin</u>

**MEMORANDUM OF LOCAL  
GENERAL AGREEMENT**

**entered into**

**this nineteenth day of September, 2005**

BETWEEN:

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

AND:

National Automobile, Aerospace, Transportation And General  
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 nineteenth day of September, 2005  
(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/she will be paid for the balance of the shift on which they have been sent home, or have been sent to an outside hospital, or to an outside doctor, by the Medical Department of the Company due to such injury, irrespective of when the injury occurred. In the event an employee reports for work for overtime, in advance of his/her regular shift and is injured on the job requiring medical attention as described above, the employee will also be compensated for the balance of the scheduled overtime.

In a case where an injured employee had been sent to their 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 (10) 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, their Supervisor 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 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 Committeeperson.

**7.** Where, under the provisions of Section VIII of the Master Agreement, it has been finally established that an employee has not received their proper pay because of error in calculation or improper classification of the work done by the employee, they shall be paid the difference in pay between that which they did receive and that which they 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 Committeeperson may request their Superintendent or Department Head to call the Chairperson (or Alternate Chairperson) 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 Chairperson 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,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)  
LOCAL 1973, WINDSOR, ONTARIO**

Signed:

Ken Bruner – <u>Chairperson</u>	Randy Regier
Brian Durocher	<u>Jamie Shaw</u>
<u>Doug Maroon</u>	Todd Smith
<u>Bill Reeves – President, Local 1973</u>	John Wilson

**FOR:  
THE NATIONAL UNION**

Signed:

John Scanlan

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

Signed:

Thomas J. Bennett	Henry Jedlinski
<u>Martha Di Carlantonio</u>	<u>Mary O’Neil</u>
<u>Herb Funkenhauser</u>	<u>Lynne Segedin</u>

**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 JOBSETTERS**

The function and job responsibility of Utility Men and Jobsetters 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, 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 ( $1\frac{1}{2}$ ) = 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 them will start off at zero hours. The employee in the same Distribution Group with the highest hours credited to them will start off with the number of hours they had 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 their Overtime Distribution Group, or any other, they will be credited with all hours worked.

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

(c) When an employee is in the plant and they decline an offer to work overtime in their Overtime Equalization Group, the hours available to the employee will be credited except for extended shift overtime on any given day.

(d) An employee who would have had the opportunity to work in their Overtime Equalization Group but are absent from the plant, on any straight time day when such overtime is offered will, if they fail to return to work prior to such overtime, 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 their Overtime Equalization Group, and they decline the overtime, they will not be credited.

(b) When an employee is offered extended shift overtime on any day and they decline, they will not be credited.

(c) Available overtime hours will not be credited against an employee who is absent from the plant for full weeks consisting of any seven (7) consecutive days, when such absence is within the amount of their vacation entitlement and S.P.A. allocation. This applies to situations where employees use their vacation entitlement in seven day increments immediately before, after and surrounding a SPA week or designated summer shutdown.

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

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

**(f)** However, an employee absent on bereavement and/or jury duty will not be charged for overtime available on days compensated by bereavement and/or jury duty pay.

**(g)** When an employee is working in the plant on an overtime day and they decline an offer to work overtime on another overtime day in their own Equalization Group, such hours shall not be charged to the employee.

**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 their 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 (1½) = .5 hours credited.

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

**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 their former Overtime Distribution Group, will be credited with the same overtime hours as they had when the temporary layoff originated.

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

**9. (a)** When an employee works in a different Overtime Distribution Group, on a temporary basis, they will continue to equalize hours within their regular group, except that after one (1) full pay period (Monday to Sunday) they 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)** When going from a Distribution Group on a temporary basis to the same Distribution Group permanently, without having left the group an employee will not be re-averaged into the group.

**(c)** An employee who works in a different Overtime Distribution Group on a temporary basis and who returns to their regular group will be credited with the same hours which they had when they left their regular group; however, they will also be credited with those overtime hours which they were credited with while working temporarily in another group.

**(d)** A laid off employee who upon recall works as Supplemental Help and who returns directly to his/her regular trade classification shall receive the average hours of that trade, plus any credited overtime hours while working as Supplemental Help.

**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 their overtime hours with them.

## **11. NON-SKILLED CLASSIFICATIONS:**

(a) 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.

(b) 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. In the event either Monday or Friday is a holiday, this overtime eligibility will apply providing the employee works the remaining four regularly scheduled days that week.

**12.** Employees will not be allowed to trade shifts on weekends until all employees in their Overtime Distribution Group 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 they will be 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 they are placed, at the highest hours of that Distribution Group.

**15. (a)** When an employee is elected or appointed to a Union position and is required to perform the duties of that position on a full-time basis, they will not be considered as within any Overtime Distribution Group. Upon ceasing to function as such, they will be credited with the average hours of the Distribution Group in which they are then working.



(b) When an employee is elected or appointed to a Union position and is required to perform the duties of that position on a part-time basis, they will be considered as within the Distribution Group in which they are then working and they will be subject to all overtime rules.

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

17. An apprentice will be credited with the average hours of the Overtime Distribution Group which they enter upon completion of the required number of hours in their apprenticeship.

18. (1) An employee who is absent from the plant due to sickness (S&A) will have all available overtime hours credited to them.

(2) 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 within one (1) year of the original date of injury, after which time available overtime hours will be charged. Where an employee is absent from the plant due to a reoccurrence of the same occupational illness/injury past the described thirty (30) calendar days, he/she will be charged available overtime hours.

19. The Company will review with the Union any unusual circumstances which may arise regarding the overtime equalization rules in order to find a mutually agreeable solution to 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 1993 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/Journeywoman in the classification in which the opening occurs, such employee shall be given preference over a new hire provided that the employee has made their 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 their 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  
September 19, 2005

Mr. K. Bruner  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Rd.  
Windsor, Ontario

Dear Mr. Bruner:

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

For the purposes of the application of paragraph 21 of the Local Seniority Agreement, when a temporary layoff beyond the balance of a week but less than thirty (30) calendar days is required in the Assembly Departments, the Parties agree that the following provisions will apply:

### I Short Term Volume Reduction (50% - 2 lines)

- (a) Employees in Departments 30, 31, and 32 will be laid off by shift in either one (1) or two (2) week increments, depending on scheduling requirements.
- (b) If less than a full complement of employees are required to perform available work on the shift that is to be laid off, employees will be laid off in inverse seniority order within their classification.

- (c) There may be circumstances which would require layoff by line rather than shift. On those occasions, the layoff will follow the same timing pattern as (a) above. If less than a full complement of employees are required to perform available work on the line that is to be laid off, employees will be laid off in inverse seniority order within their classification. Employees may be assigned to either line so that preventative maintenance or repairs can occur.
- (d) Records will be maintained to ensure that the rotation schedule is maintained.

## II Short Term Volume Reduction (25% - 1 line)

- (a) Employees in Departments 30, 31, and 32 will be laid off in one (1) week increments by line on the shift.
- (b) If less than a full complement of employees are required to perform available work on the line on the shift that is to be laid off, employees will be laid off in inverse seniority order within their classification.
- (c) Employees may be assigned to either line so that preventative maintenance or repairs can occur.
- (d) Records will be maintained to ensure that the rotation schedule is maintained.

Yours very truly,

Thomas J. Bennett  
Personnel Director

(8)

**HEALTH AND SAFETY ISSUES**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
September 19, 2005

Mr. K. Bruner  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Bruner:

Health and Safety issues and concerns have been the subject of numerous discussions to ensure timely resolutions. In an effort to continue to improve the Windsor Transmission Plant safety performance, the Plant Chairperson and the Shop Committee are invited to participate in the Monthly Master Safety Meetings to discuss progress made and problems encountered in the handling of health and safety matters. Furthermore, you and/or a representative are welcome to participate in the twice per week safety audits conducted by Plant leadership.

This letter should not preclude the raising of issues or the handling of serious concerns as they arise or the circumstances dictate.

Yours very truly,

Lewis Campbell  
Plant Manager

(9)

**P.A.A.**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
September 19, 2005

Mr. K. Bruner  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Bruner:

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. Furthermore, the Company assured the Union that employees would not be forced to take their P.A.A.

In cases where employees have exhausted their current year's 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.

Yours very truly,

Thomas J. Bennett  
Personnel Director

(10)

**RIGHT TO ACCESS**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
September 19, 2005

Mr. K. Bruner  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Bruner:

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 (10 minute jobs) and may be performed in a safe manner.

Any problems brought to the attention of Management by the Skilled Trades Committeepersons 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.

This letter will not apply during periods of indefinite layoff.

Yours very truly,

Thomas J. Bennett  
Personnel Director



(11)

**PLANT SENIORITY LEVELLING**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
September 19, 2005

Mr. K. Bruner  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Bruner:

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 six (6) 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 Non-Interchangeable 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,

Thomas J. Bennett  
Personnel Director

(12)

**SATURDAY OVERTIME**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, Ontario  
September 19, 2005

Mr. K. Bruner  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Bruner:

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,

Thomas J. Bennett  
Personnel Director

(13)

**ALTERNATIVE WORK SCHEDULES**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
September 19, 2005

Mr. K. Bruner  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
3719 Walker Road  
Windsor, Ontario

Dear Mr. Bruner:

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 four (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 corporation 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,

Thomas J. Bennett  
Personnel Director

(14)

## **PLANT ATTENDANCE AND 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.

K. Bruner  
Plant Chairperson

Thomas J. Bennett  
Personnel Director

## DEPARTMENTAL STRUCTURE - PRODUCTION

BURDEN CENTRE	DESCRIPTION	CONTRACT DEPT. No.
<b>Stamping and Machining</b>		
85001	Direct Coast Clutch	01
85002	Reverse Clutch Housing and Second Roller Race and Sub Assembly	02
85003	Forward Clutch Housing and Lo Roller Race, Input Internal Flange and Sub Assembly	03
85004	Reaction Carrier, Input Carrier and Sub Assembly	04
85005	Reaction Carrier Shaft and Reaction Sun Shell	05
85006	Direct Coast Clutch Sub-Assembly	06
<b>Prismatics</b>		
85220	Case and Sub Assembly	20
85221	Valve Body	21
85222	Valve Body and Channel Plate Sub Assembly	22
85224	Forward Clutch Support and Sub Assembly	24
85226	Channel Plate	26
<b>Assembly Room</b>		
85223	Driven Sprocket Support and Sub Assembly	23
85330	Mainline	30
85331	Button -up	31
85332	Test	32
<b>Press Bay</b>		
85110	Transfer Presses	10
85111	Straight Side Presses	11

**DEPARTMENTAL STRUCTURE - NON-PRODUCTION**

<b>BURDEN CENTRE</b>	<b>DESCRIPTION</b>	<b>CONTRACT DEPT. No.</b>
84120	<b>Reliability Engineering</b> - Inspector – Precision - Inspector – Quality Audit - Inspector – Utility	120 120-1 120-3
84125	<b>Product Engineering</b> - Dynamometer Operator - Requires a Class “A” Mechanics License	125
84126	<b>S.P.C.</b>	126
84132	<b>Training Centre Co-ordinator</b>	132-1
19590	<b>Oilers</b>	061-1

**SKILLED TRADES**

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

**ZONE MAINTENANCE**

85119	Dieshop/Press Bay	1
85009	Stamping and Machining	2
85339	Assembly	3
85229	Prismatics	4
<u>19566</u>	P.M. & Service	6
<u>19566</u>	Building Maintenance	6
<u>19567</u>	Construction	6
19590	Mechanics	6
<u>19566</u>	Electronics Room	7

**DEPARTMENTAL STRUCTURE - NON-PRODUCTION**

<b>BURDEN CENTRE</b>	<b>DESCRIPTION</b>	<b>CONTRACT DEPT. No.</b>
19564	<b>Custodians</b>	564
	<b>Oil House</b>	
84164	- Store Attendant	164-1
	- Laboratory Analyst	164-2
	<b>Waste Treatment</b>	
19547	- Waste Disposal Plant Attendant	165
	<b>Expense Stores</b>	
84173	- Store Attendant	172
	<b>Tool Room</b>	
19574	- Tool and Die Maker	574
	<b>Tool Grind and Tool Control</b>	
84175	- Cutter Grinder "A"	175
	- Tool Delivery	175-1
84178	- Central Preset	178
	<b>Gauge Repair</b>	
84176	- Inspector Special Gauges	176
	- Gauge Repair	176-1
	<b>Die Repair</b>	
85119	- Tool and Die Maker	177



**DEPARTMENTAL STRUCTURE - NON-PRODUCTION**

<b>BURDEN CENTRE</b>	<b>DESCRIPTION</b>	<b>CONTRACT DEPT. No.</b>
	<b>Material Handling</b>	
84190	- Material Control	190-1
	- Utility Clerk	190-2
	<b>Traffic</b>	
84195	- Checker - Special – Customs and Dispatch	195
84198	<b>Production Clerks</b>	198
84199	<b>Skilled Trades Clerk</b>	199
06999	<b>Maximo Administrator</b>	200

**2005**  
**LOCAL**  
**WORKING**  
**AGREEMENTS**

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

**Dated**

**September 19, 2005**

**GENERAL  
WORKING CONDITION DEMANDS  
FROM LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #1**

**GENERAL:**

**MAINTAINING PLANT FACILITIES**

During negotiations, the parties discussed the benefits to all employees when plant facilities are maintained in a clean, operational and safe condition. This demand is resolved on the basis that it is Management's desire to have all plant facilities, functioning in a manner consistent with proper safety and good housekeeping practices.

The parties agreed that 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 necessary circulating pumps on the filter systems 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 and Safety Representative.

Problems brought to the attention of Management will be reviewed and resolved by the parties.

The following issues are incorporated with the Company's commitment to maintaining plant facilities:

**AISLE WAYS**

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

## **OIL LEAKS**

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.
- (d) The Company shall continue to take appropriate measures to reduce slippery conditions caused by oil, overhead conveyance of parts and unsatisfactory machine platform surfaces.

## **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.

## **WASHROOMS/LOCKER ROOMS**

This demand is settled on the basis that the Company shall:

- (a) Provide and maintain athlete foot protection in the locker rooms for employee use.
- (b) Replace broken toilet locking devices when necessary, as part of our regular Maintenance Program.

## **VENTILATION**

This demand is settled on the basis that the Company will, 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 will be resolved. Furthermore, our continuing interest in improved ventilation resulted in the Company's commitment to a tempered-air system as outlined in the letter dated October 5, 1990.

## **EYE GLASS 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.

## **SNOW REMOVAL FROM WALKWAYS AND PARKING LOTS**

This demand is settled on the basis that:

- (a) The Company will continue to maintain the walkways and remove snow as required by Bargaining Unit employees.
- (b) The Company will endeavour to have snow removed from the parking lots as soon as possible.

## **GRATING AND RUBBER MATS**

This demand is settled on the basis that the Company will provide grating or matting in the assembly room and other areas where appropriate. The cleaning of grating and matting will occur on a regular basis.

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

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

### **DEMAND #2**

#### **CAFETERIA AND VENDING SERVICES**

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.

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

The Company also agrees to perform regular Health & Safety audits on the cafeteria services.

### **DEMAND #3**

#### **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 (approximately one (1) 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 designated 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. Only Plant Security will remove locks where necessary. The employees' Union representative will be requested to attend all locker inspections. In cases of emergency, such as health and safety of employees or damage to company property, inspections may be made without notice.

#### **DEMAND #4**

##### **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 #5**

##### **CLOTHING DRENCHED**

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

#### **DEMAND #6**

##### **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 #7**

##### **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 #8**

### **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 #9**

### **EMPLOYEES HAVE ONE (1) SUPERVISOR**

This demand is settled on the basis that it is the Company's policy that under normal circumstances, each employee has only one (1) 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 #10**

### **NEW PRACTICES IMPLEMENTED**

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



## **DEMAND #11**

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

This demand is settled on the following basis:

#### **Coveralls, Shop Coats, Vests and Winter Coats**

The parties will review and identify those jobs that require coveralls, shop coats, vests or winter coats and ensure that the appropriate clothing is issued to the affected employees.

Shop coats will be issued to the following employees:

- Grinding Room
- Tool Room
- Auto Transmission Testers

Vests and/or winter coats will be issued to the following employees where necessary:

- Building Maintenance Personnel
- Dock Assigned Material Handling Personnel
- Custodians Assigned to Yard Work or Snow Removal

Vests will be issued to the following employees where necessary:

- Press Bay
- Die Shop

#### **Safety Shoes**

During negotiations, the parties agreed to pay seniority employees actively at work up to \$100.00 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 \$100.00, 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 \$100.00 can be made through only one payroll deduction.

Safety shoes (one (1) pair per year) will be issued to the following employees:

- Auto Transmission Testers
- Auto Transmission Repairmen
- Service Attendants
- Auto Mechanics
- All Skilled Trades
- General Labourers
- Oilers
- Dept. 10 and 11 Employees

The Company will cover a reasonable increased safety shoe allowance for the employees listed in the classifications identified above.

## **DEMAND #12**

### **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.

During the current negotiations, the health and safety of employees has been the subject of discussions at both the Local and the Master level. At the Windsor Transmission Plant, both Management and the Union have supported an approach to identify and eliminate factors which contribute to accidents in the workplace. As part of this approach, the verification of information gathered in conjunction with the investigation procedure is currently the responsibility of the Medical Department.

In order to further assist this process and to provide medical services more convenient to employees, the medical facility near the assembly complex will be reopened and function as a satellite facility to the main medical facility located in the administration area. The staffing levels and hours of operation will be discussed between the parties and will be determined by management primarily based on department populations and the number of operating shifts within the general area of the satellite facility.

Management will periodically review the effectiveness and efficiency of providing medical services at both medical facilities. In the event that business conditions change or it is determined that medical services can be more effectively and efficiently delivered through consolidation of services, Management reserves the right to do so.

### **DEMAND #13**

#### **EMPLOYEE FILES**

This demand is resolved on the basis that when a Supervisor makes an entry on an employee's contact card, the employee must 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 unless requested by the employee.

### **DEMAND #14**

#### **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 the situation.

### **DEMAND #15**

#### **COMMITTEEPERSON TO BE NOTIFIED OF ALL DEPARTMENTAL MEETINGS, REBALANCING, TEMPORARY MOVES**

The Company will notify District Committeepersons of Departmental Meetings. Discussions regarding plant rebalancing and temporary moves outside an employee's department (over thirty (30) days), shall take place between the Superintendent and the District Committeeperson during regularly scheduled meetings. Any departmental rebalancing that is scheduled to occur as a result of productivity improvements will be posted within the department in advance of the rebalancing.

## **DEMAND #16**

### **REPLACEMENT OF DAMAGED CLOTHES**

When Management has determined an employee's clothing has been damaged in the normal performance of their 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 #17**

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

District Committeepersons will be notified by Area Management when a Windsor Transmission Plant employee whom they represent is scheduled to visit another facility .

## **DEMAND #18**

### **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 without undue delay. The employee involved must furnish written evidence of such medical aid, from the Doctor or Medical Aid Center, the employee stated they were to see.

## **DEMAND #19**

### **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 #20**

**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 and Safety Representative.

**DEMAND #21**

**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 #22**

**PROVIDE HOURLY PARKING IN MUNSEE PARKING LOT**

The Company has agreed to provide parking in the Munsee parking lot.

**DEMAND #23**

**COMPANY TO PROVIDE INTERPRETER FOR HEARING IMPAIRED, FOR SAFETY TALKS, PLANT UPDATES, ETC.**

During negotiations, the Company confirmed the importance of providing the services of an Interpreter for hearing impaired employees. The company agreed to provide an interpreter, where required, for identified employee meetings.

**EMPLOYMENT:**

**DEMAND #24**

**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 #25**

**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. Supervision will consider the needs of the affected employees before cancelling the shift trade. If the shift trade is cancelled, only employees affected by the shift trade would be returned to their regular shift.

**DEMAND #26**

**LOW SENIORITY EMPLOYEES - 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 #27**

##### **EMPLOYEES TO RECEIVE ANSWER WITHIN ONE (1) WEEK OF LEAVE OF ABSENCE REQUEST**

This demand is settled on the basis that Leave of Absence requests outside the prime time months (i.e. June, July and August), will be on a first come first serve basis. Employees may make such Leave of Absence requests not more than twelve (12) months in advance of the time requested off. Management will endeavour to answer these Leave of Absence requests within one (1) week of submission, if they are submitted at least one (1) month prior to the requested time off.

#### **DEMAND #28**

##### **EMPLOYEE ABSENT ONE (1) WEEK OR MORE GET REPLACEMENT INSTEAD OF USING ABSENTEE REPLACEMENT**

This demand is settled on the basis that, the primary function of an Absentee Replacement 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 #29**

##### **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 June, 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 #30**

#### **LEAVE AND VACATION REQUEST DEADLINES**

Leave and vacation requests for the months of June, July and August submitted by March 1<sup>st</sup> each year will be granted by seniority. After March 1<sup>st</sup> of each year, such requests will be granted on a first come basis.

The Company will make every effort to grant these vacation requests.

### **DEMAND #31**

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

Such openings will be filled on a temporary basis.

### **DEMAND #32**

#### **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 #33**

**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 not commence until on or after 9:00 p.m. on Sunday.

**DEMAND #34**

**LIST OF TEMPORARY AND PERMANENT  
TRANSFERS**

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

**DEMAND #35**

**NEW HIRES ASSIGNED TO THE ASSEMBLY  
DEPARTMENT**

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

**DEMAND #36**

**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 #37**

**PREFERENCE OF SHIFT BY SENIORITY DURING LAYOFFS/RECALLS**

This demand is settled on the basis that insofar as it is possible to do so, the Company shall give consideration to the shift preference desires of employees within the plant during layoffs/recalls, 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 laid off/recalled, number of job openings on each shift, efficiency of operations, the type of work available and the physical capabilities of employees being laid off/recalled.

**DEMAND #38**

**SENIORITY LISTS/SENIORITY BOARDS**

This demand is settled on the basis that:

- (a) Seniority lists will be provided by Burden Centre and by Department upon request to the Chairperson and members of the Shop Committee.
- (b) Seniority boards will be placed in each cafeteria and updated on a regular basis.

**DEMAND #39**

**TEMPORARY TRANSFER BY PARAGRAPH 62 (C)**

This demand is settled on the basis that when a temporary opening occurs in a transferable Non-Production Department, the high Paragraph 62 (c) Transfer on file will be used.

**DEMAND #40**

**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 #41**

**NEW HIRE ORIENTATION**

As part of orientation, the Union will be allowed to participate with Management during the Orientation Meeting.

**DEMAND #42**

**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 Chairperson or affected District Committeeperson through the Employment Office.

**DEMAND #43**

**UNION OFFICIAL - JOB ASSIGNMENTS**

- 1) Return To Former Job:
  - (a) When an employee is elected or appointed to a Union position and is required to perform the duties of that position on a full-time basis, the employee will retain his or her established rate of pay and seniority rights within his or her department, pursuant to the provisions of the Local Seniority Agreement.
  - (b) The job assignment of the employee referred to in paragraph 1(a) will be filled on a permanent basis in accordance with the provisions of the Local Seniority Agreement.

- (c) If for any reason the employee referred to in paragraph 1(a) ceases to function as a Union Official, the employee will return to his or her former job and will displace the lowest seniority person who is doing the job, provided that he or she has the seniority to do so. In the event that the employee has less seniority than the person on the employee's former job, the employee will fill an opening in the department in accordance with his or her seniority. If there is no opening, the employee will displace the lowest seniority employee in the department.
- (d) When an employee is elected or appointed to a Union position and is required to perform the duties of that position on a part-time basis, the employee will retain his or her job assignment, established rate of pay, and seniority rights within his or her department, pursuant to the provisions of the Local Seniority Agreement. The employee referred to in this paragraph 1(d) will perform his or her duties as a Union Official in accordance with local practices.

## 2. Transfer Rights

- (a) When an employee is elected or appointed to a Union position and is required to perform the duties of that position on a full-time basis, and the employee, after becoming a Union Official, transfers to another department under the provisions of the Local Seniority Agreement, the employee will receive the new job classification rate and his or her seniority rights will be established in the new department. An employee who exercises the right to transfer will lose all claims to his or her former department.
- (b) If for any reason the employee referred to in paragraph 2(a) ceases to function as a Union Official, the employee will return to a job in the new department in the same manner and under the same principles as set forth in paragraph 1(c) above.

(c) When an employee is elected or appointed to a Union position and is required to perform the duties of that position on a part-time basis, and the employee, after becoming a Union Official, transfers to another department under the provisions of the Local Seniority Agreement, the employee will receive the new job assignment and the job classification rate and his or her seniority rights will be established in the new department. An employee who exercises the right to transfer will lose all claims to his or her former department. The employee referred to in this paragraph 2(c) will continue to perform his or her duties as a Union Official in accordance with local practices.

The Company will review with the Union any unusual circumstances that may arise regarding the application of this agreement, and any mutually agreed to solutions will be made in accordance with the principles set forth in this agreement.

#### **DEMAND #44**

##### **PLACEMENT OF EMPLOYEES PARAGRAPH 65 OF THE MASTER AGREEMENT**

The parties have devoted considerable time discussing problems associated with placement of employees who suffer compensable or major physical disability. The parties agree that placement of such employees will not infringe upon the seniority provisions as outlined in the Collective Agreement.

In order to accomplish the objectives of Paragraph 65, the following procedure will apply:

##### **SECTION 1**

An employee, who returns to work from sick leave without medical restrictions, will be returned to the job that the employee held prior to going on such sick leave. Should the employee's job no longer exist, the employee will be returned in accordance with the Local Seniority provisions.

## **SECTION 2**

In order to fulfill the requirements of Paragraph 65 (a) (injury or compensable occupational disease) of the Master Agreement, the placement of disabled employees will be as follows:

- 1. (a)** Prior to initiating a job placement search, the job that was held by the employee prior to going on sick leave will, if required be reviewed by the Placement and/or Ergonomic Representatives, District Committeeperson and Industrial Engineering Personnel to determine whether the job meets or can be modified to meet the employee's restrictions.  
  
**(b)** Should the job that was held by the employee prior to going on sick leave no longer exist, the Company will determine the employee's base department in accordance with the provisions of the Local Seniority Agreement, Statements and Letters, and the employee will be placed using the placement procedure defined herein.
  
- 2.** Once a job placement search is required, the Placement Committee will notify the employee's base department General Supervisor and the Area District Committee-person that they will be conducting a job search within the department.
  - (a)** The General Supervisor of the area will provide a list of all jobs in the department along with the badge number and seniority date of the employees performing each job to the Placement Committee.
  
  - (b)** The General Supervisor of the area will provide a list of those jobs where employees have less seniority than the person to be placed to the Placement Committee.
  
  - (c)** The Placement Committee will upon receipt of the Department list, perform a job search.
  
  - (d)** The Placement Committee will then determine the job that is held by the lowest seniority employee (and meets the restrictions) and place the disabled employee on such job.

3. If it is agreed by the Placement Committee that no suitable work is available in the employee's base department, the Placement Committee will notify the employee's General Supervisor and the Area District Committeeperson. The procedure set out in Paragraph 2 above, will be repeated on a Burden Centre wide basis.
4. If it is further agreed by the Placement Committee that no suitable work is available within the Burden Centre, the procedure set out in Paragraph 2 above will be repeated in other Burden Centres on a plant-wide basis, beginning with those Burden Centres having comparable work. Notification will be given to the Area Superintendent and the Area District Committeeperson.
5. Prior to a job placement search being initiated, the Placement Committee will:
  - (a) Complete the "Placement Form". The Placement Form will include only the seniority date and the restrictions of the person to be placed.
  - (b) Provide the Area District Committeeperson involved the name of the person to be placed along with a copy of the placement form and read-only access to controlled shared drive placement information. Results of all job placements will also be provided upon completion.
6. The Placement Committee will:
  - (a) List the results of the job search on the Placement Form.
  - (b) Provide job descriptions of each job, listing only the physical requirements of the job.
  - (c) Provide an explanation as to why a particular job meets, or does not meet, the restrictions of the person to be placed.
7. Any employee placed in accordance with this procedure must possess sufficient seniority to be retained in or returned to the department or plant, in accordance with the Collective Agreement.



8. At no time will the placement of disabled employees supersede the provisions of the Local Seniority Agreement, Statements or Letters concerning the movement of employees from one job to another within a department, or from one department to another within the plant.
9. An employee requiring placement can displace another placement providing the job meets their restrictions and the employee has the seniority to do so.
10. Any employee placed on a job in accordance with this procedure will remain so placed until medical evidence to the contrary is brought forward.

### **SECTION 3**

In order to fulfill the requirements of Paragraph 65 (b) (major physical disability) of the Master Agreement, the placement of employees will be as follows:

Paragraph 65 (b) employees will be eligible for placement in accordance with Section 2 of this memorandum in the same manner as Paragraph 65 (a) employees:

1. Upon providing medical information from an attending physician supporting the disability and requesting the need for permanent placement.
2. Once the employee has applied for Extended Disability Benefits and has been determined by a physician not to be totally disabled.

### **SECTION 4**

In order to fulfill the requirements of Paragraph 65 (d) of the Master Agreement, the following will apply:

1. In order to satisfy the requirement of the Collective Agreement concerning overtime equalization, the placement form will be reviewed and an employee will work overtime on work they can perform as contained on the job search placement form.

2. In order to satisfy the requirements of the Collective Agreement concerning job movement within a department and job movement from one department to another, the following will apply:
  - (a) Disabled employees will be treated the same as all other employees providing the opening meets the disabled employee's restrictions.
3. Once a job search has been initiated, a disabled employee not at work and awaiting placement may apply for transfer in accordance with the Job Application Transfer Procedure and will be considered at work for the purpose of job transfer.
4.
  - (a) An employee who is placed on another job within their department and who no longer requires placement will be returned to their former job consistent with their seniority.
  - (b) An employee who is placed on a job within another department and who no longer requires placement will be returned to their former department consistent with their seniority.
  - (c) A placement employee who has been transferred to a job in accordance with the Job Application Transfer Procedure and other Local Seniority systems will no longer retain the right to return to their former job or department.
  - (d) An employee displaced as a result of a placement shall, providing they remain in the same department, be returned to their former job should an opening occur as a result of the placed employee vacating such position within ninety (90) calendar days.

## **SECTION 5**

1. The Placement Committee will consist of one (1) person selected by the Union and one (1) person selected by the Company. All job searches and placement functions will be performed by the CAW Placement Representative and the Company Placement Representative.

2. Members of the Placement Committee will have equal access to all records and information pertaining to the placement of employees.
3. All decisions within the Placement Committee, including the placing of employees, use of forms, scheduling of meetings, etc., will be by mutual agreement between the members of the Placement Committee.

## **SECTION 6**

All provisions of this memorandum will apply to Skilled Trades employees in the same manner except that:

- (a) The placement procedure will be initiated in the zone and then plant-wide within the employee's skilled classification.
- (b) Jobs that meet an employee's restrictions will, for the purpose of overtime and job movement, be applied consistent with agreed local Skilled Trades practices.

## **SECTION 7**

1. Disputes within the Placement Committee, interpretation or implementation of this language, or unusual circumstances arising regarding the placement of employees, will be reviewed by the Plant Chairperson and the Personnel Director in order to correct the situation. Any issue unresolved may be subject to the grievance procedure.

## **DEMAND #45**

### **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 without a master number hired on the same date, the lower serial number indicates the greater seniority.

### **JOB ASSIGNMENT:**

## **DEMAND #46**

### **UTILIZE EMPLOYEES**

This demand is settled on the basis that Supervision will make every attempt possible to keep and utilize employees at work. If employees are to be sent home, a reasonable attempt will be made to contact the appropriate C.A.W. representative to advise him/her of the situation.

## **DEMAND #47**

### **SUPERVISOR TO INFORM EMPLOYEE WHETHER HE/SHE 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 #48**

##### **WHEN A TWO (2) SHIFT EMPLOYEE DOES A THREE (3) SHIFT JOB, EMPLOYEE GOES HOME AFTER STRAIGHT-EIGHT HOURS**

This demand is settled on the basis that if a two (2) shift employee is placed on a three (3) 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 #49**

##### **ERGONOMIC SOLUTIONS**

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

##### **OVERTIME:**

#### **DEMAND #50**

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

This demand is settled on the basis that on extended shift overtime of two (2) 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 (4) hours duration, employees will be allowed a ten-minute break at the end of their regular eight (8) hour shift and another ten-minute break after two (2) hours of the four (4) hour overtime period with the five-minute wash-up at the conclusion of the overtime shift.

## **DEMAND #51**

### **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 #52

### TRAINING EMPLOYEES FOR OVERTIME EQUALIZATION

- (a) In order to facilitate the application of Paragraph 159 of the Master Agreement, the Company will endeavour 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 canvass the department. It is understood by the parties that certain circumstances, i.e: overtime scheduled late Friday, that this procedure may be impracticable. It is further understood that this practice must not violate any plant policy or procedure.
- (e) Whenever additional employees are required for weekend overtime in a production department overtime group, where practicable, Management will endeavour to canvass 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 #53**

#### **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 #54**

#### **OVERTIME NOTIFICATION**

The Company will notify the Union of any overtime scheduled after the scheduling meetings. The Company will develop a system to communicate changes to overtime plans.

### **DEMAND #55**

#### **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.



**PAYROLL:**

**DEMAND #56**

**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 four (4) hours or more and they apply, they will receive a cheque to cover such shortage within twenty-four (24) hours provided the request is made on other than an overtime day. Supervision will take the necessary action to correct such pay shortages.

**DEMAND #57**

**PAYROLL SYSTEM**

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 #58**

**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 #59**

**PAY CHEQUE/STATEMENT 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. or vacation all day Friday or has a shift trade to Friday afternoon, the employee may pick up their cheque/statement on Thursday (provided the cheques/statements are available) during counter hours.

**DEMAND #60**

**ANY OVERPAYMENT TO BE NEGOTIATED FOR REPAYMENT**

This demand is settled on the basis that Management will endeavour to notify employees at work in advance of overpayments to be deducted in an effort to negotiate a repayment schedule where practicable.

**DEMAND #61**

**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. In the absence of the Plant Physician at the commencement of the employee's shift, it is at the available Nurse's discretion to clear the employee to return to work.

**HEALTH AND SAFETY:**

**DEMAND #62**

**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 and Safety Representative and Management.

**DEMAND #63**

**EMPLOYEES WORKING ALONE**

This demand is settled on the basis that in the assigning of work the Company shall adhere to Document #74 of the Master Agreement. This, however, does not preclude the Company from assigning employees to work alone provided safe working conditions exist.

**DEMAND #64**

**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 #65**

**ALTERNATE HEALTH AND SAFETY  
REPRESENTATIVE BE UTILIZED FORTY (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. Except as agreed between the parties, the Health and Safety Representative and the Alternate Health and Safety Representative shall rotate shifts.

**DISCIPLINE:**

**DEMAND #66**

**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 requires immediate disciplinary action.

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

**DEMAND #67**

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

**PRODUCTION  
WORKING CONDITION DEMANDS  
FROM LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**EMPLOYMENT:**

**DEMAND #68**

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

When two (2) or more employees transfer into a department the assignment of open jobs will be by seniority.

## **DEMAND #69**

### **SUPPLEMENTAL HELP**

This demand is settled on the basis that if there are no Skilled Trades employees on layoff, Supplemental Help 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 #70**

### **UPGRADE JOB POSTING AGREEMENT (PRODUCTION)**

Manpower movement systems have been agreed to at negotiations.

### **JOB ASSIGNMENT:**

## **DEMAND #71**

### **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 #72**

### **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.

**OVERTIME:**

**DEMAND #73**

**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.

**DEMAND #74**

**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 #75**

**BREAKDOWNS**

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

**PRODUCTION-ASSEMBLY ROOM  
WORKING CONDITION DEMANDS  
FROM LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**GENERAL:**

**DEMAND #76**

**MASS REPAIRS**

This demand is settled on the basis that the parties have reached an understanding that the following guideline will be used when mass repairs are performed.

Only employees that are tearing down to and replacing the defective part will be paid the repair classification rate.

Employees that will be building up from that point will be paid the Assembler classification rate.

The work will be performed by employees in Department 32. Any additional personnel required will be selected by departmental seniority within the combined Departments of 31 and 30.

Any additional personnel required for overtime, will be supplemented utilizing the Burden Centre Overtime Posting Procedure as per the General Overtime A.V.O. Agreement.

This understanding involves only repairs performed on a mass repair basis in the Assembly Room area.

Any problems arising from this agreement shall be addressed mutually by the Union and Company Representatives.

**EMPLOYMENT:**

**DEMAND #77**

**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.

**NON-PRODUCTION  
WORKING CONDITION DEMANDS  
FROM LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**EMPLOYMENT:**

**DEMAND #78**

**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.

**DEMAND #79**

**UPGRADE JOB POSTING AGREEMENT (NON-  
PRODUCTION)**

Manpower movement systems have been agreed to at negotiations.



**JOB ASSIGNMENT:**

**DEMAND #80**

**PRECISION INSPECTION**

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

**DEMAND #81**

**GAUGE REPAIR**

Skilled Trades will not be assigned to perform Gauge Repair work.

**NON-PRODUCTION – MATERIALS  
WORKING CONDITION DEMANDS  
FROM LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #82**

**REPLACEMENT OF LIFT TRUCK SEATS**

During the current negotiations, the Company agreed that when lift truck seats require replacement, cloth seats will be installed. The company also agreed to equipping future purchased or leased Hyster lift trucks with Hyster- Sears seats, where possible.

**DEMAND #83**

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

This demand is settled on the basis that 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.

**EMPLOYMENT:**

**DEMAND #84**

**REPLACE UTILITY CLERKS WHEN ABSENT**

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

**JOB ASSIGNMENT:**

**DEMAND #85**

**RECEIVING DONE BY BARGAINING UNIT PERSONNEL**

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

**DEMAND #86**

**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 the employee is not utilized on pick-up and delivery, the employee 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. A monthly meeting to discuss expedite issues will take place between Management and the affected District Committeeperson.

**DEMAND #87**

**TRANSPORTATION OF RACKS**

During negotiations, the Company confirmed that its current plans are to continue the practice of utilizing Material Control Department employees to transport racks requiring repair to and from the Maintenance Repair area.

**NON-PRODUCTION - CUSTODIANS  
WORKING CONDITION DEMANDS  
FROM LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**GENERAL:**

**DEMAND #88**

**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 #89**

**SCRUBBERS/JANITORIAL SUPPLIES/CUSTODIAN EQUIPMENT**

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

The parties discussed the need to upgrade Custodial equipment during the current negotiations. 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.

**DEMAND #90**

**CUSTODIANS STRAIGHT-EIGHT (8) HOUR SHIFTS**

This demand is settled on the basis that Custodians who are working on a three (3) 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 #91**

**CUSTODIANS UNDER ONE (1) SUPERVISOR**

This demand is settled on the basis that the Company will maintain the present practice of having Custodians under one (1) Supervisor. However, if this does not prove satisfactory, the Company reserves the right to discontinue this understanding.

**DEMAND #92**

**HIGH PRESSURE VACUUM AND PUMP WORK TO BE SCHEDULED IN ADVANCE AND PERFORMED BY THE PIT CREW**

This demand is settled on the basis that the Company, where circumstances permit, will endeavour to schedule high pressure vacuum and pump work far enough in advance to allow for the utilization of the Pit Crew.

The parties understand that the scope of the work and unforeseen situations may necessitate the use of outside services.

**EMPLOYMENT:**

**DEMAND #93**

**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 Bobcat, Snow Plow and Caterpillar.

**DEMAND #94**

**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 A.V.O. on file provided they are capable of performing the job.

**DEMAND #95**

**MORE ABSENTEE REPLACEMENTS ON  
AFTERNOON SHIFT IN CUSTODIANS**

This demand is settled on the basis that if an Absentee Replacement is available on the night shift, the employee will be temporarily assigned to the absent Custodian's job. However, if an Absentee Replacement is not available to replace an absent Custodian on the night shift, the Company will arrange, wherever possible, for an Absentee Replacement to assist the open shift Custodian.

**DEMAND #96**

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

This demand is settled on the basis that Scrubber, Tenant, Pit Crew and Building Maintenance Crew will be re-classified as Driver-Yard Maintenance (Code KPAZ).

**DEMAND #97**

**HIGH SENIORITY ABSENTEE REPLACEMENT TO  
HAVE OPTION TO REPLACE STRAIGHT-EIGHT ON  
ABSENTEEISM**

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

**DEMAND #98**

**LICENSE - OUTSIDE TRUCK DRIVER**

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

**JOB ASSIGNMENT:**

**DEMAND #99**

**GARDENER COMMITMENT  
(FULL TIME YARD WORK)**

This demand is settled on the basis that the Gardener will be employed on yard work for twelve (12) months on the day shift. During the winter months on the same basis as the employee is employed as Gardener during the summer months.

**DEMAND #100**

**CUSTODIAN TRUCK DRIVER**

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

**SKILLED TRADES  
WORKING CONDITIONS DEMANDS  
FROM LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**GENERAL:**

**DEMAND #101**

**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 #102**

### **SKILLED TRADES COMMITTEE AND CHAIRPERSON TO MEET AND DISCUSS ANY CHANGES IN PRACTICES FORTY-EIGHT (48) HOURS MINIMUM BEFORE IMPLEMENTING**

This demand is settled on the basis that the Company shall insofar as practicable, advise the Skilled Trades Committee and Chairperson of any change in Plant practices or procedures (e.g. changes in start times).

## **EMPLOYMENT:**

## **DEMAND #103**

### **MUTUAL TRANSFERS IN SKILLED TRADES**

This demand is settled on the basis that transfers which are exercised by the Superintendent of Maintenance or his/her designate 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 (6) months.
3. Employees transferring under these provisions shall carry their overtime hours.

## **DEMAND #104**

### **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/Journeywomen. This does not preclude the Company from training junior employees where several Journeymen/Journeywomen are to participate or the Company is restricted due to other circumstances.



## **DEMAND #105**

### **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, Building Maintenance will be considered as a separate zone.

## **DEMAND #106**

### **SUPPLEMENT TRADES WITH OTHER SKILLED TRADES**

This demand is settled on the basis that if Supplemental Help, (an employee who holds a valid Skilled Trade ticket/license in the required trade), or Extra Help, (an employee who does not hold a valid Skilled Trade ticket/license in the required trade), is required for a trade, that Supplemental or Extra Help will be drawn from laid off tradesmen outside that trade by seniority before reclassifying Non-Journeymen/Non-Journeywomen in the plant who have the ability and adaptable skills unless a valid license and/or ticket is required to perform the work.

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

## **DEMAND #107**

### **SKILLED TRADES SENIORITY LISTS**

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

**DEMAND #108**

**HONOUR TRANSFER WHEN APPRENTICE GRADUATES**

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 honour all transfers prior to the apprentice entering the zone.

**DEMAND #109**

**SKILLED TRADES TRANSFERS**

This demand is settled on the basis that the Company will honour all permanent Skilled Trades transfers. Any unforeseen issues will be mutually resolved.

**DEMAND #110**

**A.V.O. SYSTEM IN SKILLED TRADES**

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

**JOB ASSIGNMENT:**

**DEMAND #111**

**NON-FACTORY PERSONNEL**

This demand is settled on the basis that it is Management's responsibility to assist and escort non-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 #112**

**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. Violations brought to the attention of Management will be dealt within a timely manner.

**DEMAND #113**

**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, name tags, and adhesive labels, provided we have the manpower, equipment and are capable of doing such work within the required time frame.

**DEMAND #114**

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

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 #115**

**REPAIR OF IN-HOUSE BINS AND TRANSMISSION RACKS TO CAW TRADES**

This demand is settled on the basis of the Company providing an area for the repair of in-house process bins, channel plate racks, and final transmission racks.

## **DEMAND #116**

### **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.

### **OVERTIME:**

## **DEMAND #117**

### **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 practicable among those employees who perform similar work on such shift in such department.

Extended shift overtime through the week in the various Maintenance Department zones shall be equitably distributed among Journeymen/Journeywomen in the respective areas. For extended shift overtime eligibility, an employee, who trades shifts or who is assigned to work on an opposite shift within the same zone on any day, from Monday to Friday, will be considered as transferred to that shift for the purpose of overtime equalization.

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. For weekend overtime, an employee will be scheduled only on their regularly scheduled shift unless they have traded their entire work week with another employee or that shift 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.

For weekend overtime eligibility, an employee, who is temporarily transferred to another zone for five (5) consecutive days (Monday to Friday) will be considered to be in that group for the purposes of overtime equalization.

Overtime equalization for weekend overtime within the Maintenance Zones will be administered as follows:

(a) 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.

(b) 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 second and fifth employees will be scheduled from that exceeding zone for weekend overtime.

(c) The scheduling of overtime and charging of applicable hours will be administered through the established pre-asking system.

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

## **DEMAND #118**

### **SKILLED TRADES OVERTIME BOARDS**

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

## **DEMAND #119**

### **APPRENTICE OVERTIME**

(a) Apprentices may be scheduled to work overtime for the purpose of specific apprenticeship training, in so far as they do not displace Journeymen/women on the job. For safety reasons, an apprentice scheduled to work under these circumstances will have a Journeyman/woman assigned to work with them.

(b) Apprentices who work alone in their last thousand (1000) hours of their apprenticeship may be scheduled to work overtime if all the Journeymen/women on their respective shift have been offered to work overtime.

(c) Apprentices who are not in their last thousand (1000) hours of their apprenticeship may be scheduled to work overtime after all the Journeymen/women within their classification, across all shifts, have been offered to work overtime.