

LOCAL  
AGREEMENTS  
BETWEEN  
GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
Windsor, Ontario

and the

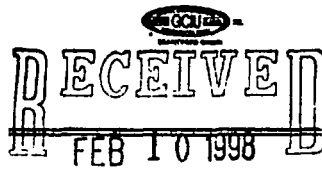
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, (CAW - CANADA)

LOCAL 1973

Windsor, Ontario

DATED

October 22, 1996  
(Effective: October 28, 1996)



01974(05)

01974 (05)

**PREFACE**

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

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## **MUTUAL OBJECTIVES**

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

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

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

In order to provide for on-going dialogue and problem-solving in our ever-changing world, the parties hereby commit themselves to the concept of maintaining a Local Agreement that recognizes our mutual objectives, reflects our continuous efforts toward improvement for everyone and encourages organizational vitality and responsiveness. The Parties therefore have agreed to establish the opportunity for constructive dialogue on an on-going basis so that future problems can be resolved in our mutual best interests. During the current negotiations, the Parties reaffirmed their commitment to have ongoing dialogue with recognition that problems involving the implementation of the 4T40-E process may require unique and creative solutions.

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

Job security for the Windsor Transmission Plant employees has been a primary focus of these negotiations. The parties discussed employment opportunities for laidoff employees as well as attracting additional business through either increased volume of current products or the acquisition of new products. The parties recognize that attracting additional business is highly dependent on our ability to compete on both a domestic and global basis primarily in terms of delivering a quality product which meets customer needs.

Accordingly, when the prospect of these business opportunities arise and as relevant information becomes available, Management will discuss the circumstances surrounding these opportunities with the Union. In conjunction with these discussions, the Parties commit to explore ways that would enhance Windsor Transmission's ability to attract new business and enhance the lone. term job security of our employees.

**MEMORANDUM OF LOCAL**

**SENIORITY AGREEMENT**

entered into

**this twenty-eighth day of October, 1996**

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 **twenty-eighth day of October, 1996** (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 the Chairperson and the Shop Committee may have access to it at any reasonable time during regular working hours.

### **Transfers**

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

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

- 01 Direct Coast Clutch
- 02 Reverse Clutch Housing & Second  
Roller Race & Sub Assembly
- 03 Forward Clutch Housing & Lo Roller  
Race, Input Internal Flange & Sub Assembly
- 04 Reaction Carrier, Input Carrier & Sub Assembly
- 05 Reaction Carrier Shaft & Reaction Sun Shell



06 Direct Coast Clutch Sub-Assembly  
20 Case & Sub Assemble  
21 Valve Body  
22 Valve Body & Channel Plate Sub Assembly  
22 Driven Sprocket Support & Sub Assembly  
24 Forward Clutch Support and Sub Assemble  
26 Channel Plate  
30 Mainline  
31 Button-up  
32 Test  
80 Transfer Presses  
81 Straight Side Presses

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

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

120 Inspector - Precision  
120-1 Inspector - Quality Audit  
120-3 Inspector - Utility  
125 Dynamometer Operator - Requires a Class "A"  
Mechanic's Licence  
1 2 6 S.P.C.  
132-1 Training Centre Co-ordinator  
163 Custodian  
164-1 Store Attendant (Oil House)  
164-2 Laboratory Analyst  
165 Waste Disposal Plant Attendant  
172 Store Attendant (Expense Stores)  
176-1 Gauge Repair  
176-2 Reliability Stock Attendant  
190-1 Material Control  
190-2 Utility Clerk (Material Handling)  
195 Checker-Special-Customs and Dispatch (Traffic)

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

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

(c) Unskilled employees in Departments:

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

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

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

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

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

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

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

6. When an employee is transferred permanently from one seniority group to another, 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 openings to be filled one week from the forthcoming Monday. Transfer applications will be available in the Employment Office and the Zone Offices.

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

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

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

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

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

15. Successful applicants under this procedure will not be allowed to apply again for transfer until the conclusion of a 90 calendar day period from the effective date of 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, Reliability Stock Attendant, Tool Delivery, Traffic (Outside Truck Driver), Steel Store Attendant, Store Attendant (Expense Stores), Store Attendant (Oil House), Custodians, Material Control, Gauge Repair, Inspector-Precision, Central Preset, S.P.C., Training Centre Co-ordinator

**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. 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**

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

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

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

Employees in Skilled Trades classifications are not eligible to be used to supplement the employees of the Material Handling and Stores Departments. If the inventory work is completed early the employees to be sent home first will be from those employees supplementing the Material Handling and Stores Department as their assignments are completed.

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

26. Any employee who has been transferred from a non-supervisory position to a job classification in the bargaining



unit shall be credited with the seniority they had established prior to March 1, 1977, and all time worked in the bargaining unit subsequent to March 1, 1977, provided:

(1) 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.

(2) 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**

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

#### **Skilled Trades Provisions**

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

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

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

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

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

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

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

30. Any employee laid off from a Skilled Trades classification may elect to take a layoff, subject to the provisions of Paragraph 54(f) of the Master Agreement; or, 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.

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

**Transfers (Skilled Trades)**

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

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

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

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

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

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

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

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

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

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

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

**SENIORITY FLOW CHARTS**

**EXHIBIT "A"**

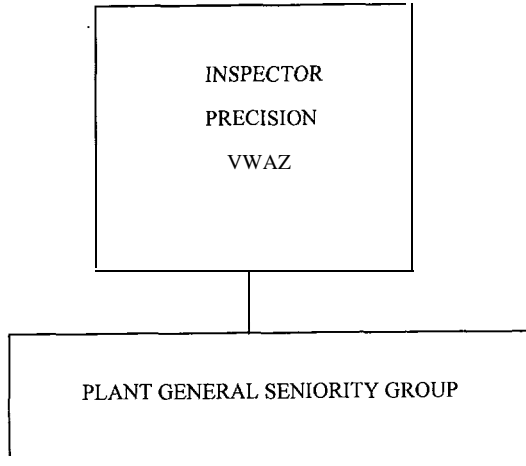
**TOOL AND DIE**

TOOL AND DIE INSPECTOR  
(S) SHSZ  
  
+  
  
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SPECIAL GAUGES  
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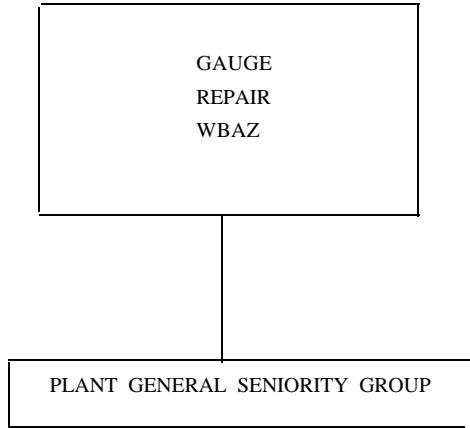
TO BE LAID OFF PURSUANT TO PARAGRAPH  
30 OF THE LOCAL  
SENIORITY AGREEMENT

**(S) SKILLED TRADES CLASSIFICATIONS**

**INSPECTOR - PRECISION  
DEPARTMENT 120**

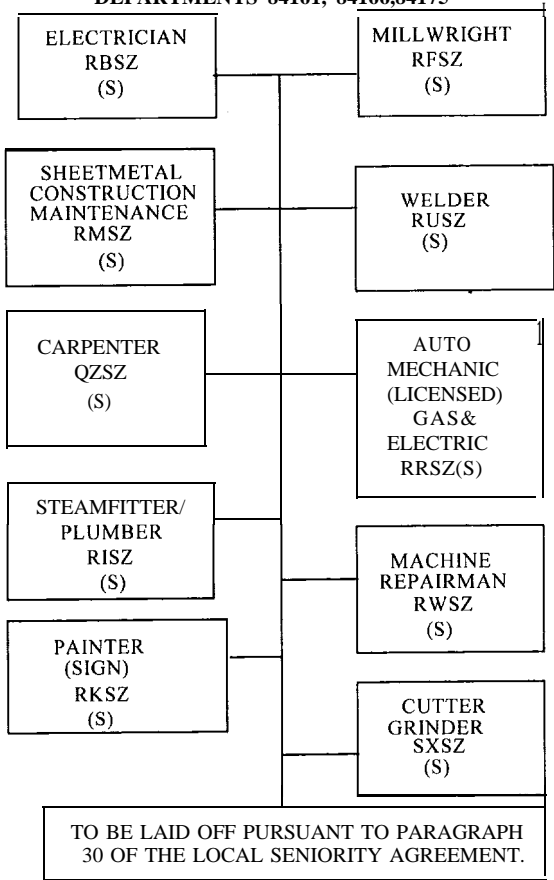


**GAUGE REPAIR - DEPARTMENT 176-1**



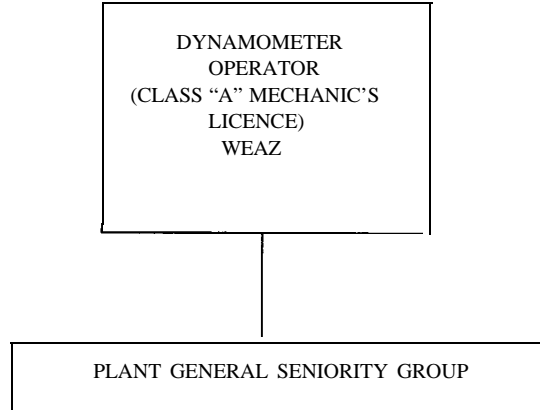


**MAINTENANCE TRADES -  
DEPARTMENTS 84161, 84166,84175**



**(S) SKILLED TRADES CLASSIFICATIONS**

**DYNAMOMETER - DEPARTMENT 125**



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

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

**FOR:**

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

Signed:

Robert Orr - Chairperson

Mark Desjardins

Randy Regier

Todd Smith

John Dowling

Ken Bruner

Len Desjardin

**FOR:**

**THE NATIONAL UNION**

Signed:

John Clout

**FOR:**

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

Signed:

Alan Hartter

Bob Goulding

Mary Kennedy

Frank Naccarato

Herb Stammler

Andrea Meciar

**MEMORANDUM OF LOCAL**

**WAGE AGREEMENT**

**entered into**

**this twenty-eighth day of October, 1996**

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 twenty-eighth day of October, 1996 (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 BATES**  
**BY JOB CLASSIFICATION**

**SKILLED TRADES**

CODE	JOB CLASSIFICATION	10/04/96	09/19/97	09/18/98
		\$	\$	\$
RRSZ	Auto Mechanic Gas & Electric *	26.80	27.34	27.89
QZSZ	Carpenter *	26.80	27.34	27.89
SXSZ	Cutter Grinder *	26.92	27.46	28.01
RBSZ	Electrician *	27.16	27.70	28.25
RWSZ	Machine Repairman *	27.06	27.60	28.15
RFSZ	Millwright *	26.80	27.34	27.89
RKSZ	Painter/Sign *	26.80	27.34	27.89
RMSZ	Sheetmetal - Construction Maintenance*	26.80	27.34	27.89
RISZ	Steamfitter *	26.80	27.34	27.89
SHSZ	Tool & Die Maker*	27.16	27.70	28.25
RUSZ	Welder - Maintenance*	26.92	27.46	28.01

- 28 -

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



**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>10/04/96</b>	<b>09/19/97</b>	<b>09/18/98</b>
AJAZ	Assembler	22.40	22.85	23.31
EUAZ	Auto Transmission Repair	22.51	22.96	23.42
DVAZ	Auto Transmission Tester	22.51	22.96	23.42
KLAZ	Checker-Special-Custom & Dispatch	22.93	23.39	23.86
VAAZ	Diesetter	22.97	23.43	23.90
KPAZ	Driver - Yard Maintenance	22.40	22.85	23.31
WDAZ	Dynamometer Leader	25.78	26.30	26.83
WEAZ	Dynamometer Operation (requires a Class "A" Mechanic Licence)	25.30	25.81	26.33

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>10/04/96</b>	<b>09/19/97</b>	<b>09/18/98</b>
		\$	\$	\$
WBAZ	Gauge Repair	25.43	25.94	24.46
VWAZ	Inspector - Precision	25.59	26.10	26.62
JHAZ	Inspector - Quality Audit	22.71	23.16	23.62
ICWZ	Inspector - Utility	22.71	23.16	23.62
VGAZ	Jobsetter	22.97	23.43	23.90
JOAZ	Laboratory Analyst	22.71	23.16	23.62
HYAZ	Labourer Yard Maintenance	22.17	22.61	23.06
KHNZ	Lift Truck Driver	22.40	22.85	23.31
CFAZ	Machine Operator B	22.51	22.96	23.42

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>10/04/96</b>	<b>09/19/97</b>	<b>09/18/98</b>
		\$	\$	\$
TTAZ	Machine Repair - Oiler	22.51	22.96	23.42
LAAZ	Material Handler	22.17	22.61	23.06
LBAZ	Receiver	22.40	22.85	23.31
KURZ	Reliability Stock Attendant	22.71	23.16	23.62
KURZ	Steel Receiver & Follow-Up	22.71	23.16	23.62
JUAZ	Steel Store Attendant	22.51	22.96	23.42
KVAZ	Stocker B	22.40	22.85	23.31
KBAZ	Store Attendant	22.51	22.96	23.42
JWAZ	Tool Delivery	22.59	23.04	23.50
KKAZ	Truck Driver - Outside	22.51	22.96	23.42

**SCHEDULE "A" - WAGE RATES**

**PRODUCTION**

<b>CODE</b>	<b>JOB CLASSIFICATION</b>	<b>10/04/96</b>	<b>09/19/97</b>	<b>09/18/98</b>
EZAZ	Utility	\$ 22.59	\$ 23.04	\$ 23.50
HJAZ	Utility Clerk	22.59	23.04	23.50
QGGAZ	Waste Disposal Plant Attendant	23.14	23.60	24.07

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:

Robert Orr - Chairperson	Mark Desjardins
<u>Randy Regier</u>	<u>Todd Smith</u>
John Dowling	Ken Bruner
<u>Len Desjardin</u>	

**FOR :**

**THE NATIONAL UNION**

Signed:  
John Clout

**FOR:**

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

Signed:

<u>Alan Hartter</u>	<u>Bob Goulding</u>
<u>Mary Kennedy</u>	<u>Frank Naccarato</u>
<u>Herb Stammler</u>	<u>Andrea Meciar</u>

**MEMORANDUM OF LOCAL**

**GENERAL AGREEMENT**

**entered into**

**this twenty-eighth of October, 1996**

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 **twenty-eighth day of October, 1996** (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, they 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 because of such injury, irrespective of when the injury occurred.

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 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 Foreman in writing. Such leaves of absence shall not be renewed.

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

Robert Orr - Chairperson	Mark Desjardins
<u>Randy Regier</u>	<u>Todd Smith</u>
John Dowling	Ken Bruner
<u>Len Desjardin</u>	

**FOR:**

**THE NATIONAL UNION**

Signed:  
John Clout

**FOR:**

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

Signed:

<u>Alan Hartter</u>	<u>Bob Goulding</u>
<u>Mary Kennedy</u>	<u>Frank Naccarato</u>
<u>Herb Stammler</u>	<u>Andrea Meciar</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.

**EQUALIZATION OF OVERTIME WORK**

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

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

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

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

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

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

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

(c) As of January 1st of each year, the overtime "Equalization of Hours" records will be changed and the employee in the Distribution Group with the lowest hours credited to 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. However, a maximum of eight (8) available hours per day will be credited on weekends.

(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. 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.

(e) When an employee is working in the plant on a Saturday and they decline an offer to work overtime on Sunday in their own Equalization Group, such hours shall not be charged to the employee.

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 while working overtime is offered more overtime work for that day, and they decline such overtime, 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 seven (7) consecutive days, when such absence is within the amount of their vacation entitlement and SPA allocation.

(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 supercede the intent of any other paragraph included in these overtime rules.

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

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

(a) works the August Civic Holiday

(b) is assigned by Management to work on an opposite shift instead of 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 (1-1/2) = .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) 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.

(c) An employee who 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 (a) NON-SKILLED CLASSIFICATIONS:**

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

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

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

13. Hours lost by an employee because of a disciplinary layoff will be credited as if they had been worked. If the penalty is rescinded in part or in whole, however, the employee will be credited only with the hours covered by the penalty as reduced and/or for which 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 becomes a Chairperson, District, or Zone Committeeperson, 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 becomes an Alternate Committee person, or other Union representative, they will be considered as within the Distribution Group in which they are then working and they will be subject to all overtime rules except that any overtime hours worked or offered for representation purposes will not be credited nor shown on the "Equalization of Hours" records,

16. A probationary employee will not be scheduled to work overtime unless all of the seniority employees in 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 overtime Distribution Group which they enter upon completion of the required number of hours in their apprenticeship.

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

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

**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.

**INVERSE SENIORITY**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 28, 1996

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

Dear Mr. Orr:

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.

Yours very truly,

Alan Hartter  
Personnel Director

**HEALTH AND SAFETY ISSUES**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 28, 1996

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

Dear Mr. Orr:

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

Yours very truly,

Keith Campbell  
Plant Manager

(9)

**P.A.A.**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 28, 1996

Mr. R. Orr  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
37 19 Walker Road  
Windsor, Ontario

Dear Mr. Orr:

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

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

Yours very truly,

Alan Hartter  
Personnel Director

**WINDSOR PRODUCTION SYSTEM**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 28, 1996

Mr. R. Orr  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
37 19 Walker Road  
Windsor, Ontario

Dear Mr. Orr:

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

During these Negotiations, the Union expressed concern that some decisions impacting the operation of the Windsor Transmission Plant, and its bargaining unit employees, were being discussed and implemented without benefit of the Unions input.

In order to maintain an effective relationship which meets the needs of employees and the business, it is Management's desire that the Union be knowledgeable of 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 take place in a variety of forums which include, but are not limited, to the Plant Manager's weekly staff meeting, site plant meeting launch centre meeting, Master Health and Safety meeting, as well as periodic meetings with GM Powertrain leadership.

To this end, the Chairperson is welcome to attend these informational meetings as well as provide input into discussions which may impact bargaining unit employees. Information discussed at these meetings does not serve to circumvent Management's obligation to notify and discuss issues as appropriate under the terms of the Master and Local Agreements.

Yours very truly,

Alan Hartter  
Personnel Director



**RIGHT TO ACCESS**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 28, 1996

Mr. R. Orr  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
37 19 Walker Road  
Windsor, Ontario

Dear Mr. Orr:

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

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

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

Yours very truly,

Alan Hartter  
Personnel Director

**PLANT SENIORITY LEVELLING**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 28, 1996

Mr. R. Orr  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
37 19 Walker Road  
Windsor, Ontario

Dear Mr. Orr:

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

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

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

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

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

Yours very truly,

Alan Hartter  
Personnel Director

**SATURDAY OVERTIME**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, Ontario  
October 28, 1996

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

Dear Mr. Orr:

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,

Alan Hartter  
Personnel Director

**ALTERNATIVE WORK SCHEDULES**

GENERAL MOTORS OF CANADA LIMITED  
TRANSMISSION PLANT  
WINDSOR, ONTARIO  
October 28, 1996

Mr. R. Orr  
Chairperson, General Motors Shop Committee  
Local 1973, CAW  
37 19 Walker Road  
Windsor, Ontario

Dear Mr. Orr:

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

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

Finally, the parties recognize that the implementation of alternative work schedules will first require Shop Committee approval and then 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,

Alan Hartter  
Personnel Director

**PLANT ATTENDANCE & WELLNESS ACTIVITIES**

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

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

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

R. Orr  
Plant Chairperson

Alan Hartter  
Personnel Director

DEPARTMENTAL STRUCTURE - PRODUCTION

BURDEN CENTRE	DESCRIPTION	CONTRACT DEPT. #
<b><u>Stamping &amp; Machining</u></b>		
<u>85001</u>	<u>Direct Coast Clutch</u>	<u>01</u>
<u>85002</u>	<u>Reverse Clutch Housing &amp; Second Roller Race &amp; Sub Assembly</u>	<u>02</u>
<u>85003</u>	<u>Forward Clutch Housing &amp; Lo Roller Race, Input Internal Flange &amp; Sub Assembly</u>	<u>03</u>
<u>85004</u>	<u>Reaction Carrier, Input Carrier &amp; Sub Assembly</u>	<u>04</u>
<u>85005</u>	<u>Reaction Carrier Shaft &amp; Reaction Sun Shell</u>	<u>05</u>
<u>85006</u>	<u>Direct Coast Clutch Sub-Assembly</u>	<u>06</u>
<b><u>Prismatics</u></b>		
<u>85220</u>	<u>Case &amp; Sub Assembly</u>	<u>20</u>
<u>85221</u>	<u>Valve Body</u>	<u>21</u>
<u>85222</u>	<u>Valve Body &amp; Channel Plate Sub Assembly</u>	<u>22</u>
<u>85224</u>	<u>Forward Clutch Support and Sub Assembly</u>	<u>24</u>
<u>85226</u>	<u>Channel Plate</u>	<u>26</u>
<b><u>Assembly Room</u></b>		
<u>85223</u>	<u>Driven Sprocket Support &amp; Sub Assembly</u>	<u>23</u>
<u>85330</u>	<u>Mainline</u>	<u>30</u>
<u>85331</u>	<u>Button -up</u>	<u>31</u>
<u>85332</u>	<u>Test</u>	<u>32</u>
<b><u>Press Bay</u></b>		
<u>85110</u>	<u>Transfer Presses</u>	<u>80</u>
<u>85111</u>	<u>Straight Side Presses</u>	<u>81</u>

**DEPARTMENTAL STRUCTURE - NON-PRODUCTION**

<b>BURDEN CENTRE</b>	<b>DESCRIPTION</b>	<b>CONTRACT DEPT. #</b>
	<b>Reliability Engineering</b>	
84120	- Inspector - Precision	120
	- Inspector - Quality Audit	120-1
	- Inspector - Utility	120-3
	<b>Product Engineering</b>	
84125	- Dynamometer Operator - Requires A Class "A" Mechanic's License	125
84126	<u>SPC</u>	<u>126</u>
84132	<u>Training Centre Co-ordinator</u>	<u>132-1</u>
	<b>Central Maintenance</b>	
84161	- Machine Repair-Oiler	061-1
	<b>SKILLED TRADES</b>	
	Auto Mechanic Gas & Electric	AM
	Carpenter	CR
	Electrician	EL
	Painter/Sign	PT
	Millwright	MW
	Steamfitter	SF
	Sheet Metal - Construction Worker	SM
	Welder	WL
	Machine Repairman	MR
	Tool & Die Maker	TD
	<b>ZONE MAINTENANCE</b>	
85119	<u>Dieshop/Press Bay</u>	1
85009	<u>Stamping &amp; Machining</u>	2
85339	<u>Assembly</u>	3
85229	<u>Prismatics</u>	4
84161	<u>C.S.A.</u>	6



DEPARTMENTAL STRUCTURE - NON-PRODUCTION

BURDEN CENTRE	DESCRIPTION	CONTRACT DEPT. #
84163	Custodians	163
	<b>Oil House</b>	
84164	- Store Attendant	164-1
	- Laboratory Analyst	164-2
	<b>Waste Treatment</b>	
84165	- Waste Disposal Plant Attendant	165
	<b>Expense Stores</b>	
84172	- Store Attendant	172
	<b>Tool Room</b>	
84174	- Steel Store Attendant	174-1
	- Tool & Die Maker	174
	<b>Tool Grind and Tool Control</b>	
84175	- Cutter Grinder "A"	175
	- Tool Delivery	175-1
<u>84178</u>	- Central Preset	178
	<b>Gauge Repair</b>	
84176	- <u>Inspector Special Gauges</u>	<u>176</u>
	- Gauge Repair	176-1
	- Reliability Stock Attendant	176-2
	<b>Die Repair</b>	
85119	- Tool & Die Maker	177
84190	- Material Control	190-1
	- Utility Clerk	190-2
	<b>Traffic</b>	
84195	- Checker - Special - Customs & Dispatch	195

**1996  
LOCAL  
WORKING  
AGREEMENTS**

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

**Dated  
October 28, 1996**

**GENERAL COMMITMENTS  
WORKING CONDITION DEMANDS  
FROM THE 1996 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #1**

**MAINTAINING PLANT FACILITIES**

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

In order to control odours in the plant the 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 & Safety representative. Problems brought to the attention of Management will be reviewed and resolved by the parties.

**DEMAND #2**

**VENDING MACHINES**

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

### **DEMAND #3**

#### **EMPLOYEE WORKING PRIOR TO STARTING TIME**

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

### **DEMAND #4**

#### **PAY SHORTAGE**

This demand is resolved on the basis that when employees through no fault of their own, have a shortage in their pay cheque of more than four hours 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 #5**

#### **TRADE SHIFTS**

This demand is settled on the basis that employees may with the prior approval of Supervision, change shifts, if each employee is capable of performing all the requirements of the jobs involved. The approval of Supervision will be without discrimination. Once employees have commenced their shift trade, such trade will not be cancelled because of discipline. 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 #6**

##### **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 #7**

##### **TIME SHEETS**

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

#### **DEMAND #8**

##### **LOCKERS**

This demand is settled on the basis that it is Management's desire to provide adequate lockers for the convenience of all employees. Management will within a reasonable time frame (approx. one week), upon employee application to their Supervisor, provide adequate locker space within the locker room allocated to their work area. When conducting a general inspection of lockers Management will post notices on 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. In cases of emergency, such as health and safety of employees or damage to company property, inspections may be made without notice.

**DEMAND #9**

**NOISE POLLUTION**

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

**DEMAND #10**

**BREAKS DURING EXTENDED SHIFT OVERTIME**

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

**DEMAND #11**

**SCAN IN AT ANY CLOCK**

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

#### DEMAND #12

##### PARKING LOTS

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

#### DEMAND #13

##### CLOTHING DRENCHED

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

#### DEMAND #14

##### EMERGENCY PHONE CALLS

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

**DEMAND #15**

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

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

**DEMAND #16**

**RECREATIONAL FACILITIES**

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

**DEMAND #17**

**WEATHER PASSES**

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

**DEMAND #18**

**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.



**DEMAND #19**

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

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

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

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

(c) Lift trucks are regularly inspected.

**DEMAND #20**

**EMPLOYEES HAVE ONE SUPERVISOR**

This demand is settled on the basis that it is the Company's policy that under normal circumstances, each employee have only one supervisor. However, in matters concerning safety, in emergencies or on occasions when an employee's immediate supervisor is not available, an employee may be required to carry out the orders of another supervisor.

**DEMAND #21**

**NEW PRACTICES IMPLEMENTED**

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

**DEMAND #22**

**UTILIZE EMPLOYEES**

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

**DEMAND #23**

**STUDENTS**

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

**DEMAND #24**

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

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

**DEMAND #25**

**DISCIPLINE**

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

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

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

## **DEMAND #26**

### **DISCIPLINE RECEIPT**

This demand is settled on the basis that when discipline is removed from an employee's record, a copy will be forwarded to the Committee person. If requested by the employee, supervision will provide written notice of such removal.

## **DEMAND #27**

### **WATER FOUNTAINS**

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

## **DEMAND #28**

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

This demand is settled on the following basis:

The parties will review and identify those jobs that require coveralls or shop 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

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

- Auto Transmission Testers
- Auto Transmission Repairmen
- Service Attendant
- Auto Mechanics
- All Skilled Trades
- General Labourers
- Oilers.
- Dept. 80 and 81 employees

During the 1996 Negotiations, the parties agreed to pay seniority employees actively at work up to Eighty-five Dollars (\$85.00) 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 Eighty-five Dollars (\$85.00), 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 Eighty-five Dollars (\$85.00) can be made through only one payroll deduction.

#### **DEMAND #29**

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

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

#### **DEMAND #30**

##### **MEDICAL SERVICES**

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

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 #31**

#### **EMPLOYEE ABSENT ONE 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 #32**

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

This demand is settled on the basis that seniority employees who make their intentions known well in advance to work during a rolling shutdown period within their department, and who specify another two (2) week vacation period within the prime time months of 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 #33**

**EMPLOYEE FILES**

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

DEMAND #34

TRAINING EMPLOYEES FOR OVERTIME  
EQUALIZATION

A) **In order to facilitate the application of Paragraph 159 of the Master Agreement, the Company will endeavor to ensure that each employee is capable of performing as many jobs as is feasible in their particular equalization group.**

B) It is understood by the parties that certain operations, by virtue of their complexity, may *inhibit some training opportunities.*





**TRAINING EMPLOYEES FOR OVERTIME  
EQUALIZATION**

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

DEMAND #35

**DEADLINES FOR LEAVE AND VACATION  
REQUESTS**

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

Whenever practicable, the Company will make every effort to grant these vacation requests.



**DEMAND #36**

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

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

**DEMAND #37**

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

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

**DEMAND #38**

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

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

**DEMAND #39**

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

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



**DEMAND #40**

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

The Company will where practicable notify District Committeepersons of Departmental Meetings. Discussions regarding plant rebalancing and temporary moves outside an employee's department (over 30 days), shall take place between the Superintendent and the District Committeeperson during regularly scheduled meetings.

**DEMAND #41**

**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 #42**

**COPIES OF OVERTIME SHEETS**

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

**DEMAND #43**

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

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

**DEMAND #44**

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

Such openings will be filled on a temporary basis.

**DEMAND #45**

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

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

**DEMAND #46**

**NO FORCED ROTATION OF JOBS**

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

**DEMAND #47**

**PASS WHEN EMPLOYEE IS ILL**

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

DEMAND #48

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

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

DEMAND #49

THAT AN OFFICIAL WELLNESS COMMITTEE BE  
FORMED

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

DEMAND #50

EMPLOYEES WORKING ALONE

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

DEMAND #51

DESIGNATED VACATIONS

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

**DEMAND #52**

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

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

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

**DEMAND #53**

**OVERTIME NOTIFICATION DURING PERIODS OF  
LAYOFF**

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

**DEMAND #54**

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

When there is mutual agreement between the Parties, early start-up shifts, on Sunday afternoon, for Monday's midnight shift, will not commence until on or after 9:00 p.m. on Sunday.



PRODUCTION

WORKING CONDITION DEMANDS

FROM THE 1996 LOCAL NEGOTIATIONS

The following demands were resolved on the basis indicated:

DEMAND #55

IRREGULAR WORK HOURS FOR OVERTIME SHIFTS  
ON WEEKENDS

When there is mutual agreement between the Parties a weekend afternoon shift of five (5) hours or more, providing that the day shift is scheduled full, can be advanced to start earlier than the normal afternoon shift start. This is providing that the day shift is scheduled for at least as many hours of overtime as the afternoon shift. For the purpose of this language, scheduled full shall mean all the employees within a specific classification.

DEMAND #56

JOB SELECTION WHEN MULTIPLE TRANSFERS TO  
A DEPARTMENT

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

**DEMAND #57**

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

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

**DEMAND #58**

**JOBSETTERS**

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

**DEMAND #59**

**PER DIEM**

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

DEMAND #60

SUPPLEMENTAL HELP

This demand is settled on the basis that if there are no Skilled Trades employees on layoff, Supplemental Painters will be chosen by application and seniority. The employee must change shifts if necessary without premium. If unavailable, the employee will be scheduled at shift change.

DEMAND #61

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 0.

Any additional personnel required for overtime, will be supplemented utilizing the burden centre overtime posting procedure as per the General Overtime AVO 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.

**DEMAND #62**

**BALANCE OVERTIME BETWEEN SHIFTS**

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

**DEMAND #63**

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

This demand is settled on the basis that another outside truck driver will be added as required. However, when 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.

**DEMAND #64**

**BREAKDOWNS**

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

**DEMAND #65**

**TEMPORARY ASSIGNMENTS**

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

**DEMAND #66**

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

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

**DEMAND #67**

**ROTATION SYSTEM FOR PERSONAL RELIEF**

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

**DEMAND #68**

**SUPPLEMENT ASSEMBLY LINE BY SENIORITY (USE ABSENTEE REPLACEMENT FIRST)**

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

**SKILLED TRADES**

**WORKING CONDITION DEMANDS**

**FROM THE 1996 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #69**

**STARTING NEW SHIFTS IN SKILLED TRADES**

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

**DEMAND #70**

**GLOVES-GRINDING ROOM**

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

**DEMAND #71**

**FACTORY PERSONNEL**

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

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

**DEMAND #72**

**MUTUAL TRANSFERS IN SKILLED TRADES**

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

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

**DEMAND #73**

**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 with in a timely manner.

**DEMAND #74**

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

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

**DEMAND #75**

**LINES OF DEMARCATION MEETINGS  
SCHEDULED MONTHLY**

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

**DEMAND #76**

**TOILET LOCKS**

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

**DEMAND #77**

**EATING AREA TOOL ROOM**

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

**DEMAND #78**

**PORTABLE SHIELDS**

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

**DEMAND #79**

**CONTRACTORS - (UNION NOTIFICATION)**

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



**DEMAND #80**

**VENTILATION**

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

**DEMAND #81**

**ALL SIGNS PAINTED, PLASTIC ETC., BE MADE OK 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 #82**

**BULLETIN BOARDS - SKILLED TRADES**

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

**DEMAND #83**

**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. The opportunity for training in the Die Shop shall be given to senior Tool and Die Makers who transfer.

**DEMAND #84**

**SOUND PROOF EQUIPMENT SKILLED TRADES AREA**

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

**DEMAND #85**

**EYE CLEANER FLUID BE SUPPLIED**

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

**DEMAND #86**

**OVERTIME EQUALIZATION AGREEMENT FOR ALL SKILLED TRADES**

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

The Die Shop, Tool & Die Special Gauges shall be considered as separate departments for the purpose of overtime equalization. The Tool Room and Maintenance Zones shall be considered together for the purposes of overtime equalization.

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

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

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.

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 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 and the Tool Room will be administered as follows:

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

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

(3) 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 #87**

#### **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 #88**

#### **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 #89**

**SUPPLEMENT TRADES WITH OTHER SKILLED TRADES**

This demand is settled on the basis that if Supplemental or extra help 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.

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

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

**DEMAND #90**

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

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

**DEMAND #91**

**SKILLED TRADES SENIORITY LISTS**

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

**DEMAND #92**

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

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

**DEMAND #93**

**REPAIR OF 5131 BASKETS AND TRANSMISSION  
RACKS TO CAW TRADES**

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

**DEMAND #94**

**ELIMINATE TIME TICKETS**

This demand is settled on the basis that the agreement reached between the parties, is that time tickets will not be used for discipline purposes, Any problems with this agreement brought to the attention of the parties will be dealt with on an individual basis.

**DEMAND #95**

**HONOR 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 endeavor to honor as many moves as per opening as are deemed practical by the Superintendents of Maintenance or Superintendent of Tool Trades.

**DEMAND #96**

**SKILLED TRADES TRANSFERS**

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

**DEMAND #97**

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

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

**DEMAND #98**

**APPRENTICE OVERTIME**

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

**CUSTODIANS**

**WORKING CONDITION DEMANDS**

**FROM THE 1996 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #99**

**SNOW REMOVAL FROM WALKWAYS AND  
PARKING LOTS**

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

**DEMAND #100**

**RATE INCREASE DRIVER YARD MAINTENANCE**

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

**DEMAND #101**

**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 #102**

**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 day shift. During the winter months on the same basis as the employee is employed as Gardener during the summer months.

**DEMAND #103**

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

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

**DEMAND #104**

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

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

**DEMAND #105**

**CUSTODIANS STRAIGHT EIGHT-HOUR SHIFTS**

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

DEMAND #106

MORE AUTOMATION CLEANERS ON AFTERNOON  
SHIFT IN CUSTODIANS

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

DEMAND #107

CUSTODIANS UNDER ONE SUPERVISOR

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

DEMAND #108

ALL PRESENT GARBAGE WE HANDLE WE KEEP

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

DEMAND #109

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

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

**DEMAND #110**

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

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

**DEMAND #111**

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

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

**DEMAND #112**

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

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

**DEMAND #113**

**LICENCES - OUTSIDE TRUCK DRIVER**

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

**DEMAND #114**

**CUSTODIAN EQUIPMENT**

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

**DEMAND #115**

**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 endeavor 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.

**NON-PRODUCTION**

**WORKING CONDITION DEMANDS**

**FROM THE 1996 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #116**

**PRECISION INSPECTOR OVERTIME**

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

**DEMAND #117**

**REPLACEMENT OF LIFT TRUCK SEATS**

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

**DEMAND #118**

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

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

**DEMAND #119**

**REPLACE CLERKS WHEN ABSENT**

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

**DEMAND #120**

**RECEIVING DONE BY BARGAINING UNIT PERSONNEL**

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

**DEMAND #121**

**TRANSPORTATION OF RACKS**

During the 1996 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.

**DEMAND #122**

**INSPECTION PRECISION**

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

**DEMAND #123**

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

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

**EMPLOYMENT**  
**FROM THE 1996 LOCAL NEGOTIATIONS**

**WORKING CONDITION DEMANDS**

The following demands were resolved on the basis indicated:

**DEMAND #124**

**LIST OF TEMPORARY AND PERMANENT TRANSFERS**

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

**DEMAND #125**

**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 #126**

**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 #127**

**PREFERENCE OF SHIFT BY SENIORITY DURING LAYOFFS**

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

**DEMAND #128**

**SENIORITY LISTS**

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

**DEMAND #129**

**TEMPORARY TRANSFER BY PARAGRAPH 62,**

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

**DEMAND #130**

**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 #131**

**SENIORITY BOARDS**

This demand is settled on the basis that seniority boards will be placed in each cafeteria and updated on a regular basis.

**DEMAND #132**

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

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

**DEMAND #133**

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

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

**DEMAND #134**

**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 through the Employment Office.

DEMAND #135

UNION OFFICIAL - RETURN TO FORMER JOB

This demand is resolved on the following basis:

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

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

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

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

DEMAND #136

UNION OFFICIAL - RIGHT TO TRANSFER

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

**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) (compensable occupational disease or injury) 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 be reviewed 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 supervisor and the area district committee person that they will be conducting a job search within the department.

(a) The Department Supervisor will list all jobs in the department along with the badge # and seniority date of the employees performing each job and identify those jobs that meet the disabled employee's restrictions.

(b) The Department Supervisor will identify those jobs where employees have less seniority than the person to be placed and review such jobs to see if any meet (or can be modified to meet) the disabled employee's restrictions.

(c) The Placement Committee will then review the results of the 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 committee person and will repeat the procedure set out in Paragraph 2 above, 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 plantwide basis, beginning with those burden centres having comparable work. Notification will be given to the area superintendent and the area district committee person.

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 with a copy of the placement form along with the name of the person to be placed. 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 the 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 65 (b) 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 Agreements 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 by 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 90. calendar days.

#### **SECTION 5**

1) The Placement Committee will consist of one person selected by the Union and one person selected by the Company.

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 plantwide 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 #138**

#### **DETERMINE GREATEST SENIORITY**

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

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

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

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



**GENERAL**

**WORKING CONDITION DEMANDS**

**FROM THE 1996 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #139**

**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 #140**

**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 #141**

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

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

**DEMAND #142**

**PROVIDE HOURLY PARKING IN MUNSEE PARKING LOT**

During 1996 Negotiations, the Company agreed to provide approximately 20 additional parking spaces off Seneca Street. Entrance and exit off Seneca Street.

**DEMAND #143**

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

Alternate Health and Safety Representative will be assigned to work with the Joint Health and Safety Committee on a full time basis. Except as agreed between the parties the Health and Safety Representative and the Alternate Health and Safety Representative shall rotate shifts.

**DEMAND #144**

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

During the 1996 Local Negotiations the Company agreed to continue the practice of providing the services of an Interpreter, when necessary, for hearing impaired employees.

**WAGES**

**WORKING CONDITION DEMANDS**

**FROM THE 1996 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #145**

**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 #146**

**FIRST HOUR'S PAY**

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

**A.V.O.**

**WORKING CONDITION DEMANDS  
FROM THE 1996 LOCAL NEGOTIATIONS**

The following demands were resolved on the basis indicated:

**DEMAND #147**

**SHIFT PREFERENCE**

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

**DEMAND #148**

**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.

**DEMAND #149**

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

Manpower movement systems have been agreed to back at the plant.

## 1998

JAN.		FEB.		MAR.		APR.	
JAN.	JAN.	FEB.	FÉV.	MAR.	MAR.	APR.	AVR.
SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS
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4 5 6 7 8 9 10		8 9 10 11 12 13 14		8 9 10 11 12 13 14		5 6 7 8 9 10 11	
11 12 13 14 15 16 17		15 16 17 18 19 20 21		15 16 17 18 19 20 21		12 13 14 15 16 17 18	
18 19 20 21 22 23 24		22 23 24 25 26 27 28		22 23 24 25 26 27 28		19 20 21 22 23 24 25	
25 26 27 28 29 30 31				29 30 31		26 27 28 29 30	
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SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS
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3 4 5 6 7 8 9		6 7 8 9 10 11 12		5 6 7 8 9 10 11		2 3 4 5 6 7 8	
10 11 12 13 14 15 16		13 14 15 16 17 18 19		12 13 14 15 16 17 18		9 10 11 12 13 14 15	
17 18 19 20 21 22 23		20 21 22 23 24 25 26		19 20 21 22 23 24 25		16 17 18 19 20 21 22	
24 25 26 27 28 29 30		27 28 29 30		26 27 28 29 30 31		23 24 25 26 27 28 29	
31						30 31	
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SEPT.	SEPT.	OCT.	OCT.	NOV.	NOV.	DEC.	DEC.
SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS
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6 7 8 9 10 11 12		4 5 6 7 8 9 10		8 9 10 11 12 13 14		6 7 8 9 10 11 12	
13 14 15 16 17 18 19		11 12 13 14 15 16 17		15 16 17 18 19 20 21		13 14 15 16 17 18 19	
20 21 22 23 24 25 26		18 19 20 21 22 23 24		22 23 24 25 26 27 28		20 21 22 23 24 25 26	
27 28 29 30		25 26 27 28 29 30 31		29 30		27 28 29 30 31	

## 1999

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JAN.	JAN.	FEB.	FÉV.	MAR.	MAR.	APR.	AVR.
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17 18 19 20 21 22 23		21 22 23 24 25 26 27		21 22 23 24 25 26 27		18 19 20 21 22 23 24	
24 25 26 27 28 29 30		28		28 29 30 31		25 26 27 28 29 30	
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SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS
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9 10 11 12 13 14 15		13 14 15 16 17 18 19		11 12 13 14 15 16 17		15 16 17 18 19 20 21	
16 17 18 19 20 21 22		20 21 22 23 24 25 26		18 19 20 21 22 23 24		22 23 24 25 26 27 28	
23 24 25 26 27 28 29		27 28 29 30		25 26 27 28 29 30 31		29 30 31	
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SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS	SMTWTFSS
DLMMJJVS	DLMMJJVS	DLMMJJVS	DLMMJJVS	DLMMJJVS	DLMMJJVS	DLMMJJVS	DLMMJJVS
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26 27 28 29 30		24 25 26 27 28 29 30		28 29 30		26 27 28 29 30 31	
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## 2000

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9 10 11 12 13 14 15		13 14 15 16 17 18 19		12 13 14 15 16 17 18		9 10 11 12 13 14 15	
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23 24 25 26 27 28 29		27 28 29		26 27 28 29 30 31		23 24 25 26 27 28 29	
30 31						30	

MAY		JUNE		JULY		AUG.	
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7 8 9 10 11 12 13		4 5 6 7 8 9 10		2 3 4 5 6 7 8		6 7 8 9 10 11 12	
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28 29 30 31		25 26 27 28 29 30		23 24 25 26 27 28 29		27 28 29 30 31	
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24 25 26 27 28 29 30		29 30 31		26 27 28 29 30		24 25 26 27 28 29 30	
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## 2001

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14 15 16 17 18 19 20		11 12 13 14 15 16 17		11 12 13 14 15 16 17		15 16 17 18 19 20 21	
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28 29 30 31		25 26 27 28		25 26 27 28 29 30 31		29 30	

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27 28 29 30 31		24 25 26 27 28 29 30		29 30 31		26 27 28 29 30 31	

SEPT.		OCT.		NOV.		DEC.	
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2 3 4 5 6 7 8		7 8 9 10 11 12 13		4 5 6 7 8 9 10		2 3 4 5 6 7 8	
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23 24 25 26 27 28 29		28 29 30 31		25 26 27 28 29 30		23 24 25 26 27 28 29	
30						30 31	