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No. OF EMPLOYEES	790		
NOMBRE D'EMPLOYÉS	790		

This agreement, made at Chatham, Ontario

This 22nd day of August, 1987

Between

Bendix Electronics
(hereinafter called the "Company")

and

National Automobile, Aerospace and
Agricultural Implement Workers of Canada,
(C.A.W.) and
its Local Union 127
(hereinafter called the "Union")

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ARTICLE I - PURPOSE

It is the intention of this agreement to maintain a harmonious relationship between the Company and its employees, to provide an amicable and prompt method of settling any difference which may arise between the Company and the employees concerning the interpretation and application of this contract.

ARTICLE II - RECOGNITION AND EXCLUSION

The Company recognizes that the Union is the sole and exclusive bargaining agent of the employees of the Company at its Chatham plants, save and except supervisors (foreman), all those above the rank of supervisors (foreman), engineering department employees and office staff.

ARTICLE III - RIGHTS OF MANAGEMENT - UNION CO-OPERATION

1. The management of the plants and business except as otherwise limited by the terms of this agreement are vested exclusively in the Company including the right to determine the location of plants, machines, tool equipment, the method of manufacturing, the scheduling of production, the processing of manufacturing and assembly. The control of raw materials, semi-manufactured and finished parts and to maintain order and efficiency in its plants and operation. To hire, discharge, discipline, promote, demote, and transfer any employee subject to the provisions of the Agreement.

2. The Company, Union and employees agree to co-operate in a total effort to obtain better quality and quantity of production.

3. Employees not in the bargaining unit shall not perform duties normally performed by those employees in the unit except for the purpose of inspection, experimentation, instruction, or as otherwise may be necessary in the discharge of their duties.

Employees performing work as identified above, shall when requested communicate the purpose and duration of such work to a union representative.

While excluded employees try out new dies, bargaining unit employees will operate and/or observe the presses.

When a piece of equipment has been approved to run production pieces, and I.S. samples, a bargaining unit employee will operate the equipment or observe its operation.

The purpose of this clause is to insure that excluded employees do not perform work which will eliminate the need for hiring new employees or reduce the hours or overtime work or pay of a bargaining unit employee.

The Company will insure that outside contractors abide by the Company safety rules.

4. The Company agrees that it will keep the Union informed as to which employees are Plant Supervision by immediately posting a notice on the Employees' Bulletin Board.

ARTICLE IV - REPRESENTATION

1. The Company acknowledges the right of the Union to elect a Union Representative in the following manner:

- 1 Full-time Unit Chairperson (over all plants)
- 2 Vice-Chairpersons in Plant I
- 1 Vice-Chairperson in Plant II
- 1 Skilled trade representative in each Plant
- 1 Steward for each zone (as per the current structure) with changes to be made by mutual agreement.

2. (a) The Company will recognize a bargaining committee of five for contract negotiations and all Union Representatives for the purpose of contract administration.

(b) The bargaining committee shall consist of the following members:

- 1 Chairperson
- 3 Vice-Chairpersons
- 1 Representative Skilled Trades (elected by Skilled Trades)

3. It is understood and agreed that the Vice-Chairperson and union stewards shall have their regular duties to perform. Any steward, with the approval of his supervisor, shall be permitted during his working hours to leave his regular duties without loss of pay, for a reasonable length of time to adjust and present grievances.

4.(a) The Company shall provide steady day work for the Chairperson and the Vice-Chairpersons.

(b) The Company will supply an office for the Chairperson and offices in the Company plants for the Vice-Chairpersons.

(c) A vacancy created by an employee accepting the position of Chairperson or Vice-Chairpersons will be filled only for the temporary period he is in office.

5. The Union agrees to supply the Company with the names of the Union Representatives and Local Union Officers and to keep such lists up to date at all times.

6. A National Representative of the Union may be present and participate in meetings between the Union Representative and the Company. Additional representation may be present by mutual agreement.

ARTICLE V - UNION SECURITY

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The parties agree all employees shall pay initiation fees and there shall be check-off of dues compulsory upon all employees. Initiation fees are to be deducted at the completion of the probationary period. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution. The deductions shall be made only in the conditions and circumstances relating to the payment of dues and assessments laid down by the constitution and by-laws of the Union. Union dues will be deducted the second pay of each month and the Company shall remit by cheque the total of the deductions to the Union before the end of the current month.

**ARTICLE VI - SUBSECTION I
GRIEVANCE PROCEDURE**

The Company and the Union endorses the principle of an orderly grievance procedure and the prompt handling of grievances and to that end will work within the procedure.

Grievances may be initiated by either the Company, the Union, or employee, and shall be dealt with as speedily and effectively as possible, in accordance with the following procedure:

No matter shall be considered a grievance unless a complaint is made within ten (10) working days of its occurrence. Any grievance placed in writing must be answered in writing.

The written grievance shall set forth the nature of the complaint, the date of occurrence of the cause of the complaint, the name(s) of the employee(s) involved and the provisions of the Agreement, if any, which are claimed to have been violated.

It is agreed that any employee may discuss any complaint with his immediate salaried supervisor. The supervisor shall have two (2) working days to verbally respond to such complaint.

STEP I

The grievant and Union Representative shall have five (5) working days from the date of the supervisor's response to investigate such complaint and review their positions. If the supervisor's decision is not satisfactory to the grievant it may be presented as a written grievance to the supervisor and Employee Relations Department within the above stated time period. Within five (5) working days thereafter the Company shall render its disposition in writing. At the request of either party a grievance meeting will be scheduled to review such matters. At this step of the procedure and at each subsequent step, the parties agree to furnish each other with all facts and information then available with respect to the grievance.

STEP II

Failing satisfactory adjustment at Step I, the matter may be appealed within three (3) working days from the date the grievance was answered by the Company. Within five (5) working days of such appeal, the grievant, appropriate Union Representatives, appropriate Management and the Employee Relations Representative shall meet in an attempt to resolve the grievance. The Company representative will answer the grievance within three (3) working days from the date of such meeting.

STEP III

If the grievance is not settled in Step II, prior to the actual submission of the grievance to an arbitrator, the parties will arrange a further meeting within fifteen (15) working days from the date the grievance was answered by the Company in a final attempt to adjust the matter. Any such meeting shall be

without prejudice to the rights of either party under the grievance procedure and shall not affect the times prescribed in which appeals may be lodged. At this meeting, the representative of the National Union may be in attendance.

Grievances not appealed to arbitration within ten (10) working days from the date of the originating parties answer, after the Third Step meeting, will be considered settled.

Written grievances not appealed by the Union or answered by the Company within the appropriate time period allowed will be considered settled by either party.

The time limits set forth in the above steps of the grievance procedure may be extended by the mutual written agreement of the parties.

ARTICLE VI - SUBSECTION II ARBITRATION

1. An impartial arbitrator shall be selected by the parties or if such parties fail to select an arbitrator within ten (10) regular working days of the receipt by the Employee Relations Department or Union Grievance Committee of the notice to appeal to arbitration, then the Minister of Labour for the Province of Ontario shall designate the arbitrator. The decision of the arbitrator shall be final and binding upon both parties.

2. The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this agreement. He shall, however, in respect to a grievance involving a suspension or discharge, be entitled to modify or set aside such penalty, if in the opinion of the arbitrator it is just and equitable to do so.

3. A grieving employee and one or more of the Union representatives may appear during working hours before an arbitrator on the hearing of his appeal on a grievance without loss of pay. The same conditions shall apply to employees of the Company who may appear as witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations and

to confer with the necessary witnesses. The expense of the arbitrator shall be borne in equal shares by the Company and the Union and shall be paid directly to the arbitrator by each.

ARTICLE VII - SENIORITY

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1.(a) An employee will be considered on probation, and will be placed on the appropriate seniority list(s) three calendar months from the date of hire, and providing the employee has completed 400 working hours in this period. If he has not completed the required hours, the Company may elect to extend his probationary period to allow completion of the hours, at which time he shall be placed on the appropriate seniority list(s) three months prior to such date, but the 400 hours must be worked within six consecutive months.

When a probationary employee is terminated, the Employee Relations Department will notify the Union Plant Chairperson. No grievance may be filed pertaining to such termination.

(b) Students hired for summer employment will not be eligible for seniority status.

(c) The Company may elect to hire students for summer employment within the period of May 1st through September 15th providing there are no seniority employees on lay-off, and all permanent vacancies are posted and filled or are in the process of being filled. Students will be assigned work in direct labour job classifications, on a rotating shift basis or steady afternoons or midnights.

(d) The Company shall maintain the seniority lists and revise them every three months.

(e) There shall be no seniority amongst probationary employees.

(f) For the purpose of this agreement, the word employee means an employee who has seniority unless otherwise stated.

(g) For the purpose of this agreement, seniority means the seniority accumulated by an employee as defined on the respective seniority lists.

2. Any employee assigned to a job outside the bargaining unit shall upon return to a job within the bargaining unit will

maintain his seniority accumulated to date of transfer out of the bargaining unit. If no work is available he shall replace the junior employee in the Company. Employees assigned outside the bargaining unit in excess of six (6) months shall forfeit any accumulated seniority.

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3. Notwithstanding their seniority status, the Zone Steward, Vice-Chairperson or Chairperson, with one or more years of seniority with the Company shall, in the event of layoff be continued at work as long as work in their respective zone, plant or company, whichever is applicable, is available provided they are qualified, willing and able to satisfactorily perform the work being done at that time.

With respect to scheduled work to be performed on overtime, the Company will schedule the zone steward, who has the ability to perform an overtime job, when five or more people are working in the zone. Should the zone steward refuse the overtime, the Union shall appoint one of the employees scheduled to work overtime as a temporary steward. It is the responsibility of the zone steward to notify the Union of his overtime refusal. In situations where no stewards are representing 10 or more workers, within a plant, the Vice-Chairperson will be scheduled to perform one of the available overtime jobs.

4. Seniority rights and employment of an employee shall cease for any of the following reasons:

(a) If the employee quits his employment.

(b) If the employee is discharged.

(c) Failure to return to work from a lay-off within five (5) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company's records unless a satisfactory reason is given prior to recall or within five (5) days.

(d) If the employee fails to report to work on the first (1st) working day after the expiration of any leave of absence or vacation granted to him, unless a satisfactory reason is given.

(e) If the employee is laid off for a continuous period of three (3) years or a period equal to the employee's length of seniority, whichever is the greater.

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(f) If an employee is absent from the Company for three (3)

consecutive working days and fails to provide a satisfactory reason for his absence or his failure to notify the Company of his absence.

(g) If the employee retires from the Company. (Subject to the provisions of the Pension Plan.)

(h) If the employee is absent due to a non-occupational injury or disease for a continuous period of time equal to the seniority he had acquired at the time of such leave. This section applies only to employees with less than 3 years of seniority.

(i) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence.

5.(a) In a case where a Chatham Plant is discontinued and is relocated elsewhere by the Company, the displaced employees may within three (3) months of the date notice is given of such a move, elect to be hired in the new factory with seniority equal to that which he was entitled to under the existing Agreement in the Chatham Plant provided that such an election does not conflict with any contractual relationships that might be binding upon the Company in the new factory and provided the previous experience of the employee shows he can qualify for the job for which he is being considered. It is understood that the affected employees will be given only one opportunity under this paragraph.

(b) Relocation Allowance.

An employee with seniority who is transferred between the plants of the Company pursuant to this Article will be paid a relocation allowance provided:

i) The Plant to which the employee is to be relocated is at least eighty (80) kilometers from the plant from which his seniority was transferred, and,

ii) As a result of such relocation he changes his permanent residence, and,

iii) He makes application within six (6) months after commencement of employment at the plant to which he was relocated in accordance with the procedure established by the Company.

Effective for expenses incurred on or after August 22, 1987, the amount of the relocation allowance will be determined as follows:

Kms Between Plant Locations	Single Employees Without Dependents as Defined by the Canadian Income Tax Act	Other Categorizations
80 - 159	\$575.00	\$1,295.00
160 - 479	645.00	1,425.00
480 - 799	695.00	1,495.00
800 - 1599	845.00	1,765.00
1600 or more	970.00	2,025.00

In the event an employee who is eligible to receive a relocation allowance or its equivalent under any present or future federal or provincial legislation, the amount of relocation allowance provided under this Article when added to the amount of relocation allowance provided by such legislation shall not exceed the maximum amount of the relocation allowance the employee is eligible to receive under the provisions of this paragraph. In the event that specific government funding should be made available for employees of the Company, and is expressed as an addition to the relocation allowance, the offset identified above would not be applicable.

Only one relocation allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to this Article. The amount received under the provisions of this section will be deducted from any Separation Payment that the employee subsequently becomes eligible to receive under the Supplemental Unemployment Benefit Plan, if such application for separation payment is made by the employee within 12 months of the date of relocation.

ARTICLE VIII - LAYOFF AND RECALL

- 1. Extended Layoffs - 5 days or more.

When the number of employees working in a classification or

department must be reduced, it shall be done subject to the employee's ability to perform the available work in the following manner:

Displaced from Classifications

(a) All probationary employees in the affected classification will be laid off first.

(b) Any employees working in the classification who have been assigned to the classification will be laid off from the affected classification.

(c) If additional employees are to be laid off from the affected classification it shall be the junior ~~posted employees~~ ^{27C/1} in that classification.

(d) Employees laid off from the affected ~~classification~~ ^{27C/1} will be assigned to other classifications within the department.

Displaced from Departments.

(e) All probationary employees in the department will be laid off first.

(f) Any employees working in the department who are assigned from other departments will be laid off from the department.

(g) If additional employees are to be laid off from the department, it shall be the junior employee in the department.

(h) Employees laid off from the department shall then exercise their seniority by replacing a junior employee in the Company who will be laid off. ^{27E/1}

2.(a) Temporary Layoffs - less than 5 days

(i) Layoff for balance of the shift - no seniority rights will be exercised.

In the event that an employee is offered overtime after being laid-off for the balance of the shift, such overtime hours will not be included in determining compensated or available hours in respect to the eligibility requirements for Short Work Week Benefits as defined in the S.U.B. agreement.

(ii) Layoffs of more than balance of shift -seniority rights will be exercised among those employees currently scheduled (posted and/or assigned for the week) on the

shift within the department to cause displacement of probationary and junior seniority employees.

(iii) Notwithstanding any other provisions of the SUB Plan, if Short Work Week Benefits are not payable during an Unscheduled Short Work Week, as defined in the SUB Agreement, because the Trust Fund Position is not 4% or more, then employees who meet the eligibility requirements of Article XII of the SUB Agreement will receive Short Work Week Benefits in an amount as prescribed by the said Article XII, Section 3(a), and it is further understood that an amount equal to the total of such payments will be deducted from the weekly contributions paid into the Trust Fund.

(b) Layoff of 5 Full Days

(i) All Plants - Departmental Seniority will be exercised.

(ii) One Plant - Departmental Seniority will be exercised. A ten week period must elapse before a new 5 day shut-down will be scheduled in the same Plant.

The time interval between scheduled shutdowns will be ~~be~~ ³⁰/₃ waived if the employees are U.I.C. eligible or scheduled to work. When employees are eligible for U.I.C. benefits, they will receive the equivalent of their benefit level, as well as their regular S.U.B. draw, directly, from the S.U.B. fund. This amount shall be payable at the normally scheduled time for receipt of S.U.B. payments. The Company will then deduct, on the fifth week worked from the date of layoff, the equivalent amount to U.I.C. benefit for that week of layoff, from the pay of employees so affected. This procedure will not affect S.U.B. funding or credits but is subject to any government legislation expressly prohibiting such payments. 28/002

3. In the case of a layoff of more than five (5) days, a list of employee(s) to be laid off will be made available to the Union at least 48 hours prior to the layoff becoming effective. The Union Chairperson will be notified of all layoffs.

4. Employees laid off as a result of vacation scheduling shall not be permitted to exercise their seniority rights in the other plants.

5. Notwithstanding their seniority status, the zone steward, vice-chairperson, chairperson with one or more years of

seniority with the Company shall, in the event of layoff be continued to work as long as work, in their respective zone, plant or company, whichever is applicable, is available provided they are qualified, willing and able to satisfactorily perform the work being done at that time.

6. In the application of this Article, students hired for summer employment shall be treated as probationary employees.

7. Recall Provisions

Employees displaced by layoffs will retain their seniority rights to be recalled in the following manner, subject to the employee's ability to perform the available work as openings become available:

Step 1 ~~Seniority employees who~~^{270/1} have been laid-off from the Company in excess of 180 consecutive calendar days from the last day worked will not retain classification or departmental recall rights but will return to available work in the Company.

Step 2 Seniority employees who have been laid-off from the Company for less than 180 consecutive calendar days from the last day worked will return to the Company as work is available and will retain classification and departmental recall rights.

Step 3 Employees working in the Company will return to their department as openings become available.

Step 4 Employees working in their department will return to their classification as openings become available or will displace another employee assigned to the classification.

8. Temporary Daily Transfer Procedure

When the number of employees working in a classification or department must be adjusted during the week, it shall be done in the following manner:

- (a) Between Classifications in a Department
 - (i) Any probationary employee will be transferred first.
 - (ii) The junior employee "out of classification"
 - (iii) The junior employee "off shift"

(iv) The junior employee "in the classification"

Exceptions to the above procedure will be employees assigned out of their posted classification who have identified their willingness to transfer amongst other classifications within the department on an as need basis.

(b) Between Departments in a plant.

(i) Any Probationary employee will be transferred first.

(ii) The junior employee "out of department"

(iii) The junior employee "off shift"

(iv) The junior employee "in the department"

(c) Between plants.

Employees will not be allowed to transfer between plants on daily transfers. Exceptions to this will be in emergency cases only and by mutual agreement with the Union.

9. Successful applicants under the Job Posting Procedure immediately lose recall rights to their former classification and department.

ARTICLE IX - SUBSECTION 1 - JOB POSTINGS

1. Job Posting Procedure

(a) All vacancies will be posted Company wide for ~~three~~ ^{27F/1} (3) working days. Job postings will identify the classification and the current shift to which the successful applicant will initially be assigned. A vacancy exists when additional permanent manpower is required within a classification or new classification above the number of posted employees to the classification,

(b) An employee wishing to **apply for a** posted job will place his name on the job posting form, obtained and completed at a designated area within each plant, duplicate retained by the employee. Only the Chairperson or Vice-Chairperson may enter a posting on behalf of another employee, who is absent, provided the employee has given the Chairperson or Vice-Chairperson his written permission to accept the job posting. A list of all applicants who bid will be made available to the Union upon request.

(c) The employee with the most seniority will be declared the successful applicant within four (4) working days provided he has the ability to do the job.

(d) Postings by the employee to other vacancies will be cancelled by his successful applicant status as per Section 2(a).

2. Ground Rules for Posting Procedure.

(a) An employee who accepts a posted job, thereby becoming the successful applicant shall be required to sign a form indicating the date of his acceptance or denial. The acceptance or denial of the job posting by the employee shall be final. Should an employee be absent from the plant at the time of the signing of acceptance, the following will apply:

(i) Unavoidable Absence (Shift Rotation, Sudden Illness, Etc.) the Company will call the employee by telephone to obtain his acceptance or denial of the posting.

(ii) Planned Absence During the Four (4) Days following the expiry of the Job Posting (eg. Leave of Absence, Jury Duty, Vacation, etc.)

The employee shall notify the Chairperson or Vice-Chairperson of his preference prior to his absence. Should the Chairperson or Vice-Chairperson not be notified the employee shall be disqualified from the job posting. The acceptance or denial of the job posting by the Chairperson or Vice-Chairperson on behalf of the employee shall be final.

(b) The Union will be notified in advance when the Company disqualifies a successful applicant within the initial five day working period on the posted job. The employee will return to his previous job, and will not be deemed to have been a successful applicant per his job posting rights. If the employee disqualifies himself within the five day working period, he will take available work.

(c) (i) An employee who is suffering a major disability from sickness or accident while employed by the Company, will be placed by mutual agreement between the Union and the Company in other work, within the bargaining unit, which he can do without regard to any seniority provisions of this agreement.

(ii) An employee who for any other reason is unable to perform his job, may take available work within the bargaining unit by mutual agreement between the Union and the Company without recall rights to his former job

classification and department

(d) Employees posting to higher rated vacancies will receive the occupational rate difference commencing two weeks after being declared the successful applicants.

Employees posting from a fixed labour classification to an incentive rated classification will receive the higher hourly rate based on the average weekly rate of the new classification commencing two (2) weeks after being declared the successful applicant.

(e) The Company may fill any new job temporarily for a period of 30 working days after which time it will be posted.

(f) Each employee will be allowed 4 successful postings per calendar year. This limitation will not apply to openings in either additional indirect labour or designated steady day work. Temporary postings will be deemed as successful postings in the administration of this article.

(g) A vacancy does not exist when the employee is absent for any reason. Should the Company and the Union establish that the absence has become permanent, the normal posting procedure will apply.

3. When manufacturing processes, machines, fixtures, and indirect labour functions are permanently transferred between the Company's departments or plants, the employee(s) so employed may:

(i) Move with the process, fixture or function.

(ii) Exercise their seniority by classification. The junior employee so affected shall move with the process, machine, fixture or function.

4. The rate for a new classification will be negotiated within 15 days following the establishment of the new classification. Failing agreement, in order to provide for appeal against a new rate the following procedure will be used:

(i) The Union shall lodge the grievance in writing to the Employee Relations Department within fifteen days following the 15 day period.

(ii) The grievance shall outline the reason or reasons for disputing the wage rate.

(iii) Failing a satisfactory disposition of the grievance,

either party may refer the matter to arbitration. The arbitrator shall determine the wage rate.

(iv) In the event the arbitrator rules that the rate is higher the employee shall receive retroactive pay to the date the employee started the new job.

ARTICLE IX - SUBSECTION 2 - TRANSFERS

1. Temporary Assignments

The Company may fill any existing job temporarily for 40 working days until logical planning and/or training permits it to be filled on a permanent basis. The time limit may be extended by mutual agreement.

2. ~~Back-Up Procedure~~

27B/1

In all classifications requiring on the job training, the Company will select employees based on their seniority, availability and ability to assume back-up positions. These employees will be used when the posted employees are absent due to illness, vacation, etc. Laid off employees, currently assigned within the plant and shift, will be temporarily recalled to the classification prior to the use of back-up personnel.

Notification of these openings and the selected employee's name shall appear on the employees' bulletin board.

(i) Direct labour employees from the specific plant will be the only employees eligible to fill the back-up role.

(ii) An employee shall hold only one back-up role including supplemental employees as identified in the skilled trades group, at any one time. In the case of emergency, and by mutual agreement between the Company and the Union, an employee presently listed as one back-up may be assigned to back-up another employee.

(iii) Back-up roles will be identified by the classification and shift. If additional manpower is required, the next senior employee on the back-up list per shift will be used. (subject to the provisions of Article XI - Overtime).

(iv) Employees once identified as back-up's will be removed from the lists should they:

- (a) Be placed on another back-up list.
- (b) be the successful incumbent to a job posting in another plant or an indirect labour classification.
- (c) placed on layoff from the plant to which he was assigned for a period of longer than fifteen (15) working days.

(v) In the case of a back-up groupleader or lead-hand, the successful candidate shall be posted to the classification(s) being supervised.

(Vi) In the case of a Quality Control Technician, the successful candidate may be an inspector or any qualified direct labour employee within the plant,

ARTICLE X - HOURS OF WORK AND OVERTIME

The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

The normal work week shall consist of eight (8) hours work per day, exclusive of an unpaid lunch period, Monday through Friday.

1. The daily hours of work will be as follows:

One Shift: 7:00 a.m. - 3:30 p.m.

Two Shifts: 3:25 p.m. - 11:55 p.m.

(Monday through Friday)

(i) Half Hour Lunch (not paid).

(ii) The Company will grant a washup period of five (5) minutes before the end of each half shift for all employees.

(iii) A rest period of ten (10) minutes for each half shift will be allowed.

2. When the Company requires the full use of assets on a basis greater than the two normal shifts outlined above, the following work hours will be established:

7:00 a.m. - 3:00 p.m.

3:00 p.m. - 11:00 p.m.

(Monday through Friday) (Rotating)

11:00 p.m. - 7:00 a.m.

(Sunday through Thursday)

Paid lunch - 20 minutes

Rest Period (before lunch) - 10 minutes

Rest Period (after lunch) - 10 minutes

3. When the Company requires only partial use of assets on a basis greater than the two normal shifts outlined above, the following work hours will be established:

11:00 p.m. - 7:00 a.m.
(Sunday through Thursday)

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Lunch and Rest Periods detailed in (2) will apply.

4. In the event an employee is scheduled to work overtime for two (2) hours in excess of the regular eight (8) hour shift the employee working such scheduled overtime will be granted an eight (8) minute paid rest period at the end of eight (8) hours.

5. In the event an employee is scheduled to work overtime for more than two (2) hours in excess of the regular eight (8) hours shift the employee working such scheduled overtime will be granted an additional ten (10) minute paid rest period at the end of ten (10) hours.

6. The Company has the right to change the starting and quitting time of any shift or to change the hours of work for an employee or employees provided the changed starting time is not more than one-half hour earlier or one-half hour later than the specified starting time established above. When a starting time is to be changed by more than one-half hour, the change must be made by mutual agreement of the Company and the Union.

7.(a) Any work performed by an employee in excess of eight hours per day or forty (40) hours in a week, will be paid for at the rate of time and one-half. All hours worked on Saturdays, as established by the employee's work day, shall be paid at the rate of time and one-half.

(b) Double-time will be paid for:

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— all hours worked on Sunday, as established by the employee's work day.

375/0

— all hours, as established by the employee's work day, that are worked on a holiday as recognized by this agreement.

Provided always, however, that the allowance of overtime payment for any hours excludes that hour from consideration for overtime payment on any other basis thus eliminating a premium on a premium.

ARTICLE XI - OVERTIME DISTRIBUTION

1. Overtime will be distributed amongst those employees by order of the lowest overtime hours as identified by the weekly Company overtime records within their respective classification and shift who have the ability to perform the work in the following manner:

(a) POSTED EMPLOYEES currently assigned for the week on the shift to their posted classification and employees who are absent for reasons of their back-up positions.

(b) Posted employees to the classification, currently assigned to other classifications within the department on the same shift as a result of a LAYOFF from their posted classification.

(c) Posted employees in the classification of SPARES within the group to which they have been identified on the same shift.

(d) Employees who have been ASSIGNED to the classification and shift for the week.

(e) Employees within the department on the same shift who have identified their availability to work overtime by means of the supplemental overtime PREREGISTRATION SHEET.

(f) If additional employees are still required the Company may cancel the overtime opportunity or seek volunteers in the most efficient manner to satisfy the manpower requirements. Employees who are unable to perform regular duties within their classification due to physical restriction and have been placed on "modified work" will not be asked for overtime until employees within sections I(a) to I(e) above have been requested to work.

2. In departments where a supplemental overtime pre-registration sheet is not applicable, posted employees from other shifts who have not been scheduled to work overtime on their shift, will be requested to work overtime for Saturday, Sunday, and Holidays prior to requesting back-up personnel previously identified to the classification and shift.

3. Exceptions to the above mentioned procedure will be the requesting of Union Representatives to work overtime as per the collective agreement. (Article VII - Seniority).

4. Copies of records containing the employees accumulative overtime hours data will be forwarded to the Union Chairperson on a weekly basis.

5. The Company shall assume no liability for the improper distribution of overtime due to clerical errors. In circumstances where overtime has been scheduled and such overtime is cancelled within 24 hours of being worked, the Company shall assume no liability for the overtime, nor will the affected employees be charged for such overtime.

6.(a) Should the employees as identified through steps 1 (a) to 1 (d) not be requested to work overtime in order of lowest overtime, the Company shall assume the liability.

(b) If the employee from the pre-registration sheet is bypassed from the exact rotation of overtime opportunities, the Company shall remedy the error by offering the employee the next appropriate overtime opportunity. Failing to schedule the next overtime opportunity shall result in the employee being paid for the hours missed.

Minimal daily overtime for certain jobs which support a standard eight (8) hours shift (i.e. paint booth operators, test stand operators, group leaders etc.) while paid at the appropriate overtime rates and added to the employee(s) accumulative overtime hours will be defined to constitute part of the regular work and not overtime for purposes of the administration of this article.

7. An employee who refuses or fails to report for overtime shall be considered as having worked his turn insofar as distribution of such overtime is concerned. All available overtime hours shall be accumulated for purposes of overtime distribution from the end of the week in which June 1st appears and again on the end of the week in which December 1st appears.

8. Employees, by reason of their attainment of seniority, shall assume the same hours as the highest accumulative hours in the department to which he/she is assigned (excluding Union Representatives).

9. Employees who are absent from work for any reason at the time of overtime selection will not be charged for such overtime, nor will there be any overtime liability on the Company for that overtime opportunity.

10. To support the Company's peak customer requirements, it may be necessary to schedule employees to work up to forty-eight (48) hours per week. If additional employees are required, the junior employees in the department and current shift will be required to perform the work. The Company will continue the present practice of posting the affected department prior to forty (40) hours of the scheduled overtime. Failing such notice scheduled overtime will be voluntary on the part of employees,

11. An employee volunteering or scheduled for an overtime opportunity will work the full overtime scheduled for that day,

12. In circumstances where an attempt must be made to contact an employee by telephone, contact must be made with the employee before a charge is made for his overtime. No further liability will be placed on the Company for that overtime opportunity.

13. In the event that an employee is not requested for overtime due to employees inability to perform the task, the employee will be so advised at that time. Such overtime Will not be charged against the employee.

14. Bonus accumulated while working overtime, shall be calculated separately from the bonus earned by an employee during his regularly scheduled non-premium hours.

15. Should an employee selectively trade shifts, either for a full week or less, any overtime opportunity will not be made available to such employee until volunteers as identified in section I(f) above are requested to work.

16. In the event that more than one overtime opportunity is made available to an employee, the Company may offer such opportunities at one time, however, the employee may decline one or more of the opportunities and work the remaining overtime during the week (Monday to Sunday).

In the event that it is necessary to have the same employee(s) perform consecutive overtime assignments and the employee is not available for the full period required, the Union shall be

so advised of the circumstances. The employee will be charged for the hours that he/she was not available and not charged for the hours that he/she would have been available.

17. In the event that a holiday is observed on a Monday, any overtime opportunities on that day will be given to employees scheduled to work in the classification and shift for the balance of the week following the holiday.

ARTICLE XII - HOLIDAY PAY

1. For the purpose of this Agreement, the following days are holidays:

1st Year

- September 7, 1987 - Labour Day
- October 12, 1987 - Thanksgiving Day
- November 11, 1987 - Remembrance Day
- December 6, 1987*
- December 22, 1987
- December 23, 1987
- December 24, 1987
- December 25, 1987
- December 28, 1987 - Christmas Holidays
- December 29, 1987
- December 30, 1987
- December 31, 1987
- January 1, 1988
- February 15, 1988 - Heritage Day or as proclaimed
- April 1, 1988 - Good Friday
- April 4, 1988 - Easter Monday
- May 23, 1988 - Victoria Day
- July 1, 1988 - Canada Day

2nd Year

- September 10, 1988 - Labour Day
- November 11, 1988 - Thanksgiving Day
- December 4, 1988* - Remembrance Day

December 19, 1988		
December 20, 1988		
December 21, 1988		
December 22, 1988		
December 23, 1988		
December 26, 1988	} Christmas Holidays	
December 27, 1988		
December 28, 1988		
December 29, 1988		
December 30, 1988		
February 20, 1989		- Heritage Day or as proclaimed
March 24, 1989		- Good Friday
March 27, 1989	- Easter Monday	
May 22, 1989	- Victoria Day	
July 3, 1989	- Canada Day	

3rd Year

September 4, 1989	- Labour Day
October 9, 1989	- Thanksgiving Day
November 10, 1989	- Remembrance Day
December 3, 1989*	

December 26, 1989	} Christmas Holidays
December 27, 1989	
December 28, 1989	
December 29, 1989	
January 1, 1990	
January 2, 1990	
January 3, 1990	

January 5, 1990	
February 19, 1990	- Heritage Day or as proclaimed
April 13, 1990	- Good Friday
April 16, 1990	- Easter Monday
May 21, 1990	- Victoria Day
July 2, 1990	- Canada Day

* Identifies Paid Sundays,

2. An employee will be paid for eight (8) hours at his day rate plus occupational rate plus C.O.L.A. for the designated holidays,

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The above applies provided the employee meets all of the following eligibility requirements.

(a) Employee has completed his probationary period or qualified under existing law.

(b) The employee must have worked his last scheduled work day prior to and his first scheduled work day after each specified holiday and each Christmas holiday period except, if the absence is due to illness or excused by the Company.

(c) Failure to work either his last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for the two holidays in the Christmas holiday period which follow or precede such scheduled work day.

(d) Minor tardiness will not disqualify an employee for holiday pay.

(e) No holiday pay shall be paid to employees who are on leave-of-absence exceeding ninety (90) days.

(f) Employees who are eligible for the Holiday(s) and are on Layoff (SUB-U.I.C.), Sick and Accident. Workmen's Compensation will be paid any difference between such benefits and pay for such designated holiday(s) providing such absence commenced within 30 calendar days immediately prior to the specified holiday or the first holiday in a Christmas holiday period.

(g) When a holiday falls within an eligible employee's approved vacation period, he shall be paid for such holiday. The employee may select to receive an additional day of vacation which will be granted as defined below:

(A) Either the day immediately preceding or immediately following the employee's approved scheduled vacation period and such day will be mutually agreed upon.

(B) A day as mutually agreed upon by the employee and his supervisor within the calendar year.

(C) Payment only.

Such selection must be made at the time the employee's vacation period(s) is determined.

3. An employee who retires as of January 1st and who is otherwise eligible for holiday pay for those holidays falling in

the Christmas holiday period up to and including December 31st, will receive holiday pay for such holidays.

4. Employees who are requested to work on any such paid Statutory Holiday shall receive double the regular straight time hourly rate plus the Statutory Holiday pay for all time worked on such holiday regardless of the day of the week on which the holiday falls.

5. When a designated holiday is observed on a Friday, all Saturday overtime shall be paid at double time.

ARTICLE XIII - WAGES: SECTION 1

1.(a) A Lead Hand shall be considered as a working leader in the Department or shift, and shall receive an occupational rate of 20 cents per hour above the top-rated employee in the group under his jurisdiction.

(b) A Groupleader shall be considered as a leader in a Department or shift as per Letter of Understanding (Letter #7) and shall receive an occupational rate of 38 cents per hour above the top-rated employee in the group under his jurisdiction. In addition to his supervisory duties, the Groupleader may be requested to perform regular work in the department for up to one (1) hour per shift, however in the establishment of incentive standards, time allocation for use of the Groupleaders time will not be made.

(c) A senior Groupleader shall receive an occupational rate of 31 cents per hour above the occupational rate of the Groupleader in the group under his jurisdiction.

2. Call in Pay

480/1

If an employee is called back to work after the completion of his regular shift he shall be credited with a minimum of three (3) hours worked at the applicable overtime rate.

3. Report In Pay

46/04

If a regular employee reports for work on his regular shift and/or overtime shift without being informed the day before that his services are not required, he shall receive at least four (4) hours pay for the shift in question, unless the reason for his services not being required is beyond the Company's control.

In the event the employee is not required to remain on the

premises and is excused by the Company prior to working four (4) hours into the shift, the difference in the hours will be paid at day rate plus occupational rate plus C.O.L.A.

**ARTICLE XIII - SUBSECTION 2, CLASSIFICATION,
DEPARTMENT AND LABOUR GRADES**

WAGES	Labour Grades	Day Rate	Incentive Rate	Occupational Rate
August 24, 1987	1	8.17	6.54	6.80 7.27
	3	8.17	6.54	7.47
	4	8.17	6.54	7.64
	5	8.17	6.54	9.25
August 22, 1988	1	8.17	6.54	6.97 7.44
	2			
	3	8.17	6.54	7.64
	4			7.81
	5	8.17	6.54	9.45
August 21, 1989		8.17	6.54	7.14 BvL
	2	8.17	6.54	7.61
	3	8.17	6.54	7.81
	4	8.17	6.54	7.98 Mid
	5	8.17	6.54	9.65 High

ARTICLE XIII - WAGES
SECTION 3 - WAGE INCENTIVE PLAN

A. OBJECTIVES

(i) Provide an opportunity for operators to increase their earnings in keeping with their abilities and the skill and effort they put into their tasks.

(ii) Protect the jobs and earnings of employees. To help eliminate waste, maintain quality, lower costs and strengthen the competitive position of the Company for the mutual benefit of the employee, the customers and the Company.

B. PRODUCTION STANDARDS

(i) Production standards will be applied to all operations and made available to all employees and the Union.

(ii) The Company will establish production standards following initiation of job within five (5) production days or the completion of the second production run.

(iii) The establishment of production standards and the methods and means of establishing such standards are the function of management. Means include but are not restricted to M.T.M. analyses, time studies, standard data, etc.

(iv) Production standards will be established fairly and equitably without injury to the health or safety of employees.

50%
1 (a) All incentive standards will be expressed in units per standard hour. Standards shall be based upon operations as designed by the Company and performed by normal experienced operators working under normal conditions with 100% considered as normal performance.

(b) When operations are being studied for the purpose of establishing work standards, the following conditions must prevail:

1. The operator and the union steward must be informed that his operation is to be studied.

2. The operator must be completely familiar with the prescribed method.

3. The operator shall not be serviced or assisted by anyone, except those whose job it is to service and assist.

4. The study shall be taken under normal working conditions, using stock and material which the operator can normally expect to receive.

(v) Production standards will be established to provide a 25% incentive opportunity for the average incentive worker. This will not restrict employees to an average expectancy of 25% above base rate where effort is applied equivalent to a performance above 25%.

(vi) Production standards shall be set consistent with quality workmanship, efficiency of operations, and the normal capacity of the average experienced employee working at an average incentive performance.

(vii) In order that production standards be established as accurately and fairly as possible:

(a) Employees being time studied shall give an honest effort when the time study is being made.

(b) No deliberate attempt will be made to slow down, stretch out or other means used to obtain a loose standard during the course of study.

(c) The Company will ensure that adequate time in the plant is spent by qualified time study personnel to establish equitable standards.

(d) Operations will be performed in the specified manner.

(e) When a study is to be made for the purpose of establishing a production standard, the employee on such job shall be notified at the time the study is to be made. A copy of the summary of the study will be forwarded to the Union. When a study is made for purposes other than establishing a production standard, the purpose of the study will be made known to a Union steward.

(viii) The following allowances will be provided:

(a) Personal - 5%

(b) Clean-up - 2.1%

(c) Fatigue allowance, where required, will be provided for in the setting of the standard.

(d) Recurring equipment malfunction allowance, where required, will be provided for in the setting of the standard.

(ix) The Company will establish and control press speeds, line speeds, and in general the quantity of product produced in any operation.

(x) Standards will be changed when any of the following conditions occur:

(a) There has been a change in material, tools, jigs, fixtures, machines, machine feeds and speeds, product design, method or sequence of operation.

(b) Work is added to or taken away from the operation.

(c) Quality requirements are raised or lowered from the original specifications.

(d) A genuine clerical error has been made in computing the standard and the error is shown to the Union before the change is made.

(e) When an allowance is increased or decreased the allowance portion of the standard will be adjusted accordingly.

C. ADMINISTRATION OF EARNINGS

(i) Incentive pay will be earned at the rate of 1% increase in pay for every 1% increase in acceptable output above the 100% standard.

(ii) Incentive earnings are calculated only on production of acceptable quality. The Company will determine the quality standards for the manufacture of its products.

(a) **Groupleader(s)** and/or Leadhands in their capacity of a first line supervisor, shall determine whether the product(s) in their area are of acceptable quality in relation to the "incentive bonus" of the employees under their jurisdiction.

Under no circumstances shall the employee(s) bonus be affected by the actions of the groupleader and/or leadhand in regards to acceptable quality.

The groupleader may consult the Q.C. Inspector(s) in his area in making his determination.

(b) Where unacceptable quality product is produced through negligence or carelessness and product must be

scrapped, the quantity of product scrapped will be deducted from the initial quantity produced and this reduced quantity of product applied to the total hours required to determine incentive earnings. After scrap charges have been calculated and the adjusted weekly group bonus percentage established, sorting hours will be charged back to the responsible group at 100% performance.

Example:

$$\frac{\text{Original Earned Hours} - \text{Earned Hours of Scrapped Pieces}}{\text{Original Actual Hours}} = \text{Final Adjusted Daily Bonus Percentage}$$

(c) Where an unacceptable quality product is produced through negligence or carelessness, and repair is possible, the sorting and repair hours shall be charged back to the responsible group at 100% performance.

Example:

$$\frac{\text{Original Earned Hours} - \text{Actual Sort and/or Rework Hours}}{\text{Original Actual Hours}} = \text{Final Adjusted Daily Bonus Percentage}$$

(iii) Incentive earnings will be calculated daily and paid **daily**. Where possible, daily incentive earnings results will be posted the **following** day and weekly incentive earnings results on the **2nd** working day of the week following the week in which the work was done.

(iv) (a) Designated employees shall be responsible for accurately recording his production and time spent on assignments each day in the method prescribed by the Company.

(b) When time sheets or labour cards are submitted to the supervisor for approval and he so approves, then changes to the time sheet or labour cards affecting the payment of earnings to the employee will not be made. In cases of clerical or booking errors, the employee and his shift supervisor will be notified and the corrections made.

(v) Conditions for payment for incentive rate (100%):

(a) Downtime (to be recorded).

(b) Clean-up during downtime (in the employee's work

area of the classification).

(vi) Conditions for payment of day rate:

(a) Off standard conditions.

(b) Jobs without standards within five (5) production days or the completion of the second production run.

(c) Employee receiving training.

(d) Where an incentive employee is required to work with die repair, with maintenance or with an outside contractor. (The rate and time charged must be approved by his supervisor.) Where an incentive employee is assigned to fixed classification work, he shall be paid at labour grade fixed classification, for those hours..

(vii) Conditions for payment of incentive earnings:

All operations with standards applied.

(viii) Conditions for payment of average earnings:

(a) Employee training other employees.

(b) Special operator skills required for Company convenience.

(c) Experimental Work.

(d) Changing or cleaning paint hooks on assembly line.

(e) Employees attending meetings.

(f) Employees demonstrating abilities for other roles.

(g) Jobs without standards after five (5) production days or the completion of the second production run.

(h) Employees assigned sorting or rework. (Without standards.)

(ix) If a dispute arises when an employee claims that a newly established standard on his work cannot be attained, he must first take it up with his supervisor. The supervisor shall inform him of all the factors on which the standard is based.

(a) If the dispute is not settled at this stage, the employee will request **the supervisor to call** the Union representative. The Union representative may upon reporting to the supervisor of the department involved, examine the job, and the supervisor upon request will inform the Union

representative of all the factors on which the standard is based.

(b) The best efforts of the Company and Union representatives concerned shall be employed in resolving a dispute regarding a production standard. If the dispute is not settled at this point, the employee, through his Union representative, may then take it up through the Grievance Procedure. It is understood that the Shop Committee may request to have a representative of the National Union to assist in reviewing such grievance.

(c) Details of the elements in dispute if known must be specified on the grievance and it is understood that while such disputes are being processed to their final conclusion the employees are required to work under the disputed standards with diligence and normal effort as if there were no dispute.

(d) In the event that a standards dispute cannot be settled and an outside expert is consulted, the parties agree to rely on the stopwatch method as the means of resolving the dispute.

(e) When the Company and the Union cannot agree on the validity of the established production standard, the Company and the Union will select an outside qualified Industrial Engineering arbitrator to resolve the dispute. The decision of this third party will be binding on both the Company and Union with the related costs shared.

D. PRODUCTIVITY IMPROVEMENT COMMITTEE

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A productivity improvement committee consisting of representatives of the Union and the Company will be established to discuss productivity trends and to provide a meaningful way to jointly participate in the decision about the job, job security, the work place and the health and safety of the employees. New technology, and the need for continued training of necessary employees, including the skilled trades, is of a growing concern to both parties. Contemplated changes, and the impact on the Company and its employees should be dealt with in ample time to reduce or eliminate anticipated problems. Both parties should participate equally and should approach meetings with a positive and constructive attitude.

The Committee shall meet at least once per month at mutually agreeable times. Either party may submit in advance an agenda of matters to be discussed at such meeting.

The Committee shall consist of at least four members from each party. The Union representatives should include the Unit Chairperson and Vice-Chairperson from each plant. The Company representatives should include Manufacturing Managers and Employee Relations personnel.

The Chairperson will appoint a recording secretary to take down the minutes of the meeting. Copies of the minutes will be distributed to all committee members within two days of the meeting.

All recommendations of the Committee are subject to scrutiny and approval by the Union Shop Committee or the general Union membership on one hand and the Company executive on the other.

The Committee is free to draw on outside knowledge and advice from independent and/or C.A.W. sources.

**ARTICLE XIII - SUBSECTION 4
COST OF LIVING ALLOWANCE**

All employees shall receive a Cost of Living Allowance as set forth in this Article.

(a) The basis for determining the amount of the Cost of Living Allowance shall be the Consumer Price Index published by the Dominion Bureau of Statistics - 1971 (100) and herein referred to as the Consumer Price Index.

(b) Effective August 24, 1987, One Dollar and twenty cents (\$1.20) shall be deducted from the Cost of Living Allowance in effect immediately prior to that date. Eighty cents (\$.80) shall be added to the incentive rate for incentive classifications and One Dollar (\$1.00) to day rate for fixed labour classification and twenty cents (\$.20) shall be added to the Occupational Rates of all classifications.

The amount of Cost of Living Allowance for all employees for the period from August 24, 1987 to the adjustment in September, 1987, shall be the amount of COLA paid from the June, 1987 adjustment.

During the period of this Agreement, the quarterly adjustment

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in the Cost of Living Allowance shall be made effective at the beginning of the first pay period in each quarterly adjustment period.

Adjustments during the period of this Agreement shall be made at the following time: (Adjustment Dates - September 1987, December, 1987, March, 1988 and at three calendar month intervals thereafter to June, 1990).

The Index of June 1, 1987, shall constitute the new base from which the new Cost of Living Allowance will be calculated, the first such calculation being September, 1987 and quarterly thereafter.

No adjustments retroactive or otherwise shall be made in the amount of the Cost of Living Allowance due to any revision which later may be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance shall have been determined.

The amount of any Cost of Living Allowance in effect at any time shall not be incorporated in wage rates but shall be paid to each employee on all hours worked. The Cost of Living Allowance shall not be used in computing premium rates of pay or other earnings.

A (\$.01) one cent per hour adjustment shall be made for each .30 rise or fall in the Canadian Consumer Price Index (1971 = 100) to the June 1987 base.

44/100035

ARTICLE XIV - SHIFT PREMIUM

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An off shift premium of thirty-five (\$.35) cents per hour in addition to his regular hourly rate for working the afternoon shift and forty-five (\$.45) cents per hour in addition to his regular hourly rate for working the midnight shift. Overtime will not be paid on the shift premium.

ARTICLE XV - INJURY ALLOWANCE

An employee who is injured on the job so seriously that an attending physician or medical officer of the Company determines the employee cannot return to work that same day to perform existing, modified, or less demanding work, shall receive pay for the balance of his regular shift at the same rate of pay as if the employee had not been injured

ARTICLE XVI - ANNUAL VACATION

1.

Years of Service	No. of Vac. Weeks	Vacation Pay
Seniority but less than 1 year	1 week	4% of gross wages
1 year but less than 3 years	2 weeks	4% of gross wages 0.02
3 years but less than 5 years	2 weeks	5% of gross wages
5 years but less than 10 years	3½ weeks	7% of gross wages 0.503
10 years but less than 15 years	4 weeks	8% of gross wages 1.004
15 years but less than 20 years	4 weeks	10% of gross wages
20 years and over	5 weeks	12% of gross wages 2.005

For purposes of calculating years of service, the vacation year shall be from July 1 to June 30 each year.

2. The gross wages shall be the amount indicated on the previous year's T4 slip and not to include premiums for benefits paid on the employee's behalf.

3. Time off for compensable injury and time off for sickness and accident shall be considered as time worked for the purpose of this clause (calculated at day rate plus occupational rate plus COLA) providing the employee works 170 hours in the vacation year. Allowance for time off in the case of non-occupational sickness or accident will be limited by the duration of the benefits payable under the benefit plan.

4. Any employee whose service is terminated shall receive vacation pay on a pro-rated basis of the above schedule.

5. If an employee is ill or suffering from a non-industrial injury during his vacation, that would, but for this provision, be covered under the Sickness and Accident Insurance, he shall not be eligible to receive any benefits under such Insurance so long as he continues on his vacation; however, he may elect to postpone taking the remainder of such vacation, whereupon he shall be entitled to receive such insurance benefits,

6. It is intended that employees take all vacation as per (Section 1) of this Article, however, the Company will

determine the vacation period. Should an employee be on lay off for an accumulation of twenty-six (26) weeks or more in the prior calendar year or current calendar year, the employee, at his option may select to waive some or all of his vacation time.

7. The Company will give notification by April 10th of each year of the date of plant vacation period(s). Each eligible employee will receive two continuous weeks of vacation during the months of July and/or August. A concerted effort will be made by the Company to advise employees of their approved vacation period by May 1st.

ARTICLE XVII - LEAVE OF ABSENCE

GENERAL

An employee desiring a leave of absence must make written application to the Employee Relations Department stating the reason for such leave. It is understood that leaves will not be granted to take up employment with another Company. All employees on leave of absence shall assume the cost of the Company social benefits program if they wish such benefits continued. Seniority will accumulate during such leaves.

1. Personal Leave 63N/4

An employee desiring a leave for legitimate personal reasons must make proper application. No leave of absence will be granted if such absence will seriously interfere with the operation of the Company. The maximum leave, if granted, will not exceed ninety (90) days.

2. Pregnancy Leave 580/039

A leave of absence for pregnancy will be granted a female employee with seniority provided she has one or more years of Company seniority.

(a) The employee will furnish a certificate of a qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery.

(b) The time period of such leave shall not exceed nine (9) months, during which time seniority shall continue to accumulate.

(c) Such employee shall give a notice in writing to the Employee Relations Department at least three weeks prior to the date she plans to return to work. Failing to give this notice by the end of such leave of absence, such employee shall then be considered as having resigned.

(d) Subject to Article VIII (Layoff and Recall) the employee, upon her return, shall be assigned to her former position or equivalent,

3. Union Leaves

The Company agrees to grant reasonable leave of absence to employees not exceeding ten (10) in number for legitimate union business such as Conventions and Delegations. The Company desires to be reasonable in its policy in regard to allowing more than ten (10) leaves and expects the members of the Union to be reasonable in their request. The Company will grant an indefinite leave of absence to a maximum of five (5) employees who are members of the Local or National Union staff. This section will not be used in the application of the Paid Education Leave Program.

All Union Leaves of Absence must be requested by the Plant Chairperson in writing to the Employee Relations Department with as much notice as possible.

The Company agrees to supplement employees for lost earnings who are absent from the plant on authorized Local Union business for intermittent absences of less than 5 consecutive working days.

The Union Chairperson shall forward to the Company a list of names and amounts of monies to be paid by the Company. The Company will be reimbursed by the Union upon the company's submission of its invoice/statement.

4. Imprisonment

A leave of absence not exceeding thirty (30) days shall be granted to an employee for time during which he is serving a sentence of imprisonment imposed on a conviction arising from the operation or use of a motor vehicle. The Company may consider other minor offences also under this clause.

5. Political Leave.

Upon written request of an employee who is or seeks to be a candidate for election to any government office, the Company

63.I/

will grant him a leave or/leaves of absence not in excess of a total of forty-five (45) days in the period prior to the election date for government office for the purpose of campaigning in his own behalf.

For the purpose of enabling an employee to participate in the affairs of government, the Company shall grant, upon written notice from the employee, a leave of absence to such employee who is elected to municipal, county, provincial and national government positions for the first term or who is appointed to serve unexpired terms of such elective positions or is appointed to full time provincial or federal non-civil service governmental office where such appointment requires legislative approval. Such leaves of absence will be renewed upon written request, for successive terms within the period of this agreement.

6. National Service

In the event of any national mobilization programme enacted by the Federal Government pursuant to the War Measures Act, the Company will recognize for employees who volunteer or are ordered into such national service, such service as service with the Company for pensions and seniority purposes. Such commitment on the part of the Company shall cease with the termination of such service or of the emergency period, whichever occurs first, and in no event shall there be any duplication of benefits provided by the Federal Government.

It is agreed that an employee shall have thirty (30) days (or any longer period of time permitted by the legislation) from date of discharge in which to report back to work.

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7. Education Leave

A leave of absence for a period not to exceed one (1) year without loss of seniority will be granted an employee who has at least one (1) year of seniority in order that the employee may attend a recognized college, university, trade or technical school full time, provided that the course of instruction is related to the employee's employment opportunities with the Company. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this section and the schooling will be regarded as being related to the employee's employment

opportunities with the Company. Before receiving the leave, or an extension thereof, the employee shall submit to the Company satisfactory evidence that the college, university or school has accepted him as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional period not to exceed one (1) year each.

Such employee shall give notice in writing to the Employee Relations Department at least three (3) weeks prior to the date he plans to return to work.

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ARTICLE XVIII - BEREAVEMENT PAY

1.(a) The Company agrees to compensate seniority employees for three regular working days (excluding Holidays, Saturdays and Sundays) at day rate plus occupational rate plus C.O.L.A. in the case of the death of an employee's:

- | | |
|-------------------------|--------------|
| Current Spouse | Half-Brother |
| Parent | Sister |
| Step-Parent | Step-Sister |
| Child | Half-Sister |
| Step Child | Grandfather |
| Brother | Grandmother |
| Step-Brother | Grandchild |
| Current Spouse's Parent | |

(b) The Company agrees to compensate seniority employees for one regular working day (excluding Holidays, Saturdays and Sundays) at day rate plus occupational rate plus C.O.L.A. in the case of the death of the employee's:

- Current Spouse's Brother
- Current Spouse's Sister
- Brother's Current Spouse
- Sister's Current Spouse

2. There will be no pyramiding of benefits under this clause.

ARTICLE XIX - JURY DUTY

1. An employee who has been summoned to serve as a juror

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or subpoenaed to appear as a witness in any court of law, shall be paid the difference, if any, between the daily jury duty or witness fee for his services and his classification day rate plus occupational rate plus C.O.L.A. for time lost while serving as a juror or subpoenaed witness.

2.(a) For the purposes of this Article "daily jury duty or witness fee" shall be defined as not including travel allowances or reimbursement of expenses, which the employee shall retain.

(b) For the purposes of this Article "day rate plus occupational rate" shall be defined as the straight time rate of the job classification exclusive of any premium.

3.(a) Employees shall be paid as above, only for the part of their shift which they are unable to work as a direct result of Jury or subpoenaed witness duty.

(b) When the employee is dismissed from duty (as defined above) by the Courts, he shall adhere to the following:

FIRST SHIFT EMPLOYEES

If dismissed before 11:30 a.m. he shall report for work following the lunch period.

If dismissed at or after 11:30 a.m. he will not be required to report for the remainder of his shift.

SECOND SHIFT

If dismissed before 11:30 a.m. he shall report for the full shift.

If dismissed at or after 11:30 a.m. he will not be required to report for his shift.

THIRD SHIFT EMPLOYEES

If he is scheduled to appear in Court in the morning of the same day as the expiration of his shift, he will not be expected to work that shift.

4. The employee will present proof that he did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefor, should the Company demand such information.

**ARTICLE XX - SKILLED TRADES
SUPPLEMENTARY AGREEMENT**

This Agreement entered into this 22nd day of August, 1987
between:

BENDIX ELECTRONICS

-and-

NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
OF CANADA AND ITS LOCAL 127.

1. Skilled trades for the purpose of this agreement shall be those trades and classifications listed below:

Journeyman - Die Repair
Journeyman - Electrician
Journeyman - Lift Truck Mechanic
Journeyman - Machine Repair
Journeyman - Sheet Metal/Tinsmith
Journeyman - Tool & Die Maker

2. The term "Journeyman" as used in this agreement shall mean any person:

(a) who presently holds a journeyman's classification in a skilled trades occupation as listed in one above, or

(b) who has served a bona fide apprenticeship of 4 years - 8000 hours and hold a certificate which substantiates his claim of such service, or

(c) who has 8 years of practical experience in the skilled trade or classification in which he claims Journeyman's designation and can prove same. A CAW Journeyman's Card will be accepted as proof.

(d) Any further employment in the Skilled Trades occupations as listed in one above, after signing of this agreement, shall be limited to journeymen and apprentices.

3.(a) Seniority in the skilled trades shall be by non-interchangeable occupations or trades within the Company. Seniority lists shall be by basic trades or classifications.

(b) Future employees entering a trade shall have date of entry seniority in the skilled trades as listed in number one above.

(c) Production workers will not carry their Company seniority into the skilled trades nor will the skilled trade workers exercise their Company seniority into the general production or non-production groups except where a classification or trade listed in number one above is discontinued or eliminated.

Such employee will then exercise his total company seniority for the purpose of displacing the junior employee in the classification or trade for which he is qualified, or shall exercise all of his company seniority in the general production, or non-production groups under the agreement.

4. Vacancies in the skilled trades classification(s) shall be filled by employees currently employed in the trade. If no applicants are available, new employees may be hired. In the event that a current employee within the bargaining unit is the successful applicant, he will be placed on the seniority list 30 days after being placed on the job and will be deemed to be on probation for purposes of job evaluation during the 30 day period. Should the successful applicant be disqualified during the above probationary period, the employee will take available work within the Company.

New hires to the bargaining unit shall attain seniority after completion of a probationary period as defined by Article VII - Seniority.

5. During any period when journeymen are unavailable it is agreed that non-journeymen employees whose duties shall be to assist journeymen may be hired or re-classified on a temporary basis to supplement the work force in a skilled trades classification, and shall be known as a supplemental employee for present employees and new supplemental employees for new hire.

The opportunity to work as a supplemental employee shall be offered first to the employee who had first completed his apprenticeship and has returned to the production group awaiting a vacancy in his trade, second to seniority employees who have the present ability or an adaptable skill to do the work, third to any laid off employee. If there are no laid off employees eligible new employees may be hired on a temporary basis.

When a journeyman becomes available either by hire, transfer

or graduation of an apprentice in a skilled classification to which a supplemental employee has been assigned, such Journeyman will replace the supplemental employee who shall then be laid-off or returned to his original department.

A supplemental employee shall not accumulate seniority within the skilled trades classification but shall accumulate plant-wide seniority and may exercise such plant-wide seniority to return to his former job, or to apply for vacancies in the plant as provided elsewhere in the master agreement.

Supplemental employees shall receive a rate of \$.05 per hour below Journeyman's rate of the classification or trade.

6.(a) In the event of a decrease in force in any skilled trade or classification the following procedure shall apply:

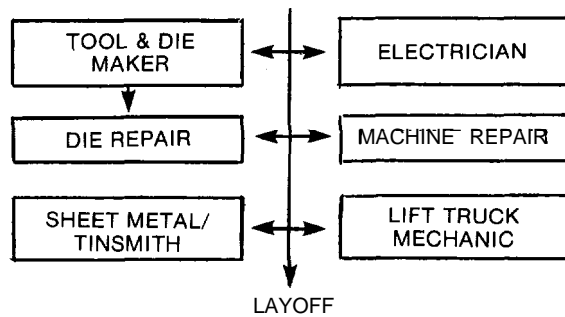
(i) First, supplemental employees will be laid-off from their classification.

(ii) Second, apprentices will be laid-off from their classification in the reverse order of their entry into their apprenticeship.

(iii) Third, probationary employees will be laid-off from their classification.

(iv) If further employees are to be laid-off, such employees will be laid-off in order of their seniority within their classification.

(v) Employees laid-off from their classification shall exercise their seniority to displace the most junior employee with the trade.



It is understood that a Journeyman -Tool & Die Maker is qualified as a Journeyman - Die Repair. In the event of a layoff the Tool & Die Maker must have more seniority to displace an employee in the Die Repair classification.

(b) Should a skilled trades employee become permanently medically unfit and unable to follow his skilled trade both the Company and the Union will co-operate in endeavouring to place such an employee on a job he is capable of performing taking his total seniority with him. However, if placed in a non-skilled classification he shall then forfeit all rights within the skilled trades.

12/2

7. Recalls shall be made in reverse order of layoffs.

8.(a) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in his regular skilled trades occupation leads or processes the work of two or more employees.

(b) Only a Journeyman shall be considered as a lead hand in his respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades groups.

(c) A lead hand shall be considered as a leader of a group where supervisory duties are not full time. A lead hand will be expected to perform regular work in the department.

(d) The rates for lead hands are detailed in the schedule of wages attached to this agreement.

250/1

9.(a) Apprentices will be selected by the job posting procedure (Article IX - Job Postings, Labour Grade 3.)

(b) Apprentices selected from the production department will continue to accumulate seniority in the production department. However, upon completion of apprenticeship the apprentice will be credited with the time accumulated in the skilled trades classification to a maximum of four (4) years (Electrician - 5 years).

Journeymen, who by means of their total Company service, are successful under the job posting procedure, for an apprenticeship, shall forfeit their skilled trades seniority at the time of entry into the apprenticeship. In the event the employee is removed from the apprenticeship for any reason, he shall return to the skilled trades group as a new hire,

providing there is a vacancy in the trade for which he is qualified.

(c) The Company will schedule the required school room instruction of apprentices.

(d) An apprentice who fails the school room instruction shall return to available work in the Company.

(e) Upon completion of the apprenticeship programme, the employee will exercise his skilled trades seniority to fill any vacancy in his trade. In the event that two or more employees have completed their apprenticeship, the first graduate will be assigned to his trade before the other(s) will be transferred out of the production department. Should a vacancy not exist at the time of his attainment of Journeyman status, the employee will return to a production department with full Company seniority until a vacancy occurs within his trade. Until such time that a vacancy becomes available, the employee may perform work as a supplemental employee, however, he shall not accumulate seniority within his trade.

10. All work performed in the skilled trades shall be done by employees who are covered by classification and rate as outlined in this agreement between the Company and the Union.

11. Company will extend advanced training to the extent required to cover technological advances that have taken place within the skilled trades.

12. Nothing in this agreement shall be construed so as to deprive any employee of skilled trades of any rights, privileges -such as insurance, pensions, SUB, **holiday or vacation** pay, etc., that are covered in the body of the general agreement.

13. There shall be no numerical or alphabetical classifications within the skilled trades and all employees within a given classification or trade shall be paid the same rate.

14. The Company agrees to deduct dues in the amount as approved by the National Skilled Trades Council from employees hired, **re-hired**, reinstated or transferred to a skilled trades classification or trade as listed upon receipt of individual **authorization** cards signed by such employee. Such deductions shall be made at the same time as regular union dues and thereafter on an annual basis in the month of

January. These deductions along with the names of the employees shall be remitted to the financial secretary of the local union.

15. In the event the Company establishes a new classification or trade and it is **mutually** agreed that such classification or trade is a bona fide apprenticeship trade (National Union C.A.W.), that classification or trade shall be included in this **section** of the agreement.

16. The Company may choose to continue apprenticeship programs and will use C.A.W. programs if the Company resources so qualify these programs.

17.(a) Overtime will be evenly distributed among those employees who normally perform the work to be done within their respective classification and plant, provided also in the event an employee voluntarily misses his turn at such overtime he shall be considered as having worked his turn insofar as distribution of such overtime is concerned.

An employee absent from work for any reason, when the overtime lists are prepared, will be charged for his eligible overtime as if he had worked.

In circumstances where an attempt must be made to contact an employee by telephone, contact must be made with the employee before a charge is made for his overtime. No further liability will be placed on the Company for that overtime opportunity.

(b) Even distribution of overtime as stated in (a) above will be as follows:

(i) Union representatives are excluded from overtime **equalization**.

(ii) Overtime opportunity shall be **equalized** within **32** hours at year end for hours worked within the classification per plant (**foreach** year, yearend shall be the end of the week in which June 1 **appears**). When an employee's accredited amount of overtime is more than **32** hours behind the classification leader, he shall be paid at his regular hourly rate the difference between his total hours plus **32** hours subtracted from the total hours of the classification leader. The Company liability is limited to one employee for each 8 hour increment of differential beyond **32** hours.

(iii) New employees to the classification or plant will assume the same hours (excluding Union representatives) as the employee who has the most hours within the classification.

(iv) A concerted effort will be made where possible to have employees work overtime on their scheduled shift, however, employees may from time to time be requested to work overtime on opposite shifts on weekends and holidays in order to minimize the overtime liability as noted above and to support the Company's work requirements.

(c) Requests to work overtime during the regular work week will be made in the following sequence within the trade on the same shift and plant.

- (i) any journeyman
- (ii) any probationary journeyman
- (iii) any apprentice

If additional employees are still required, employees from the other plant will be requested to work per the above sequence. All offered overtime in either plant will be chargeable.

(d) To support the Company's peak customer requirements, it may be necessary at times to schedule employees to work up to forty-eight (48) hours per week. For this purpose, the Company will continue the present practice of requesting volunteers to meet overtime schedule requirements beyond eight (8) hours per day and forty (40) hours per week. If additional employees are required, the junior employees in the trade, within the plant, will be required to perform the work.

The Company will continue the present practice of giving forty (40) hours notice for scheduled overtime requirements per shift. Failing such notice, scheduled overtime will be voluntary on the part of employees.

18. An employee volunteering or scheduled for an overtime opportunity will work the full overtime scheduled for that day.

19. In the event that two or more employees are requesting vacation entitlement during the same vacation period and restrictions must be imposed on the number of employees that may be excused at the particular time, the employee's

skilled trades seniority shall be used to determine which employee(s) may be granted vacation. Preference, however, must first be given to allow eligible employees two continuous weeks of vacation during the months of July and/or August,

ARTICLE XXI - MISCELLANEOUS

1. Discharge and Discipline — The Company Will not discharge or discipline an employee without just cause. Any employee who is called before a representative of Management for a disciplinary interview or discharge shall have a Union Representative present.

In the event the employee desires to challenge the disciplinary action, a Union Representative within five (5) working days of said disciplinary action, may file a written grievance with the Company at Step I or Step II. Such grievance must be signed by the disciplined employee and a Union Representative.

In the event an employee receives a reprimand, in writing, such reprimand shall be removed from the employee's active discipline record after a twelve (12) calendar month period from the date of such reprimand, provided no other reprimand or disciplinary action is taken against said employee during such twelve (12) month period. In the event an employee is on a leave of absence or layoff for a period of thirty (30) or more consecutive calendar days, such twelve (12) calendar month period shall be extended by the number of calendar days such employee is on leave or layoff.

2. No-Strike Clause — The Company and the Union agree to abide by the Ontario Labour Relations Act in regards to strikes and lockouts.

3. Employee Record — Employees must keep such accurate and complete records as required by the Company.

4. Bulletin Board — The Company extends to the Union the privilege of using its bulletin board. All Union notices posted on the bulletin board must be signed by the proper officer of the Union.

5. Non-Discrimination — The provisions of this agreement shall apply to all employees covered by this agreement without discrimination on account of race, creed, colour, sex, marital status, nationality, ancestry or place of origin.

6. Gender — Whenever the male gender is used in this agreement, it shall apply equally to the female gender.
7. Plant Rules — Any new rule or regulation will be discussed with Union before it will be put into effect.
8. The Parties to this Agreement have provided for a Retirement Pension Plan "Appendix A" which is hereby made a part of the Collective Agreement,
9. The Parties to this Agreement have provided for an Insurance Program, "Appendix B" which is hereby made a part of the Collective Agreement.
10. The Parties to this Agreement have provided for an Agreement covering Supplemental Unemployment Benefits, "Appendix C", which is hereby made a part of the Collective Agreement.
11. The Parties to this Agreement have exchanged letters which have become part of this Agreement as "Appendix D".
 1. Production Standards and Time Study Training
 2. Chairperson and Vice-Chairperson
 3. Initiation Fees
 4. Seniority
 5. Overtime Distribution
 6. Overtime Distribution (Implementation)
 7. Groupleaders
 8. Outside Contracting
 9. Skilled Trades Committee
 10. Paid Education
 11. Safety Shoes
 12. O.H.I.P.
 13. Safety Glasses
 14. Plant Closure/Relocation
 15. Job Vacancies
 16. Blue Cross Insurance
 17. Allowances
 18. Job Selection
 19. Employees Working While On Vacation
 20. Daily Transfers
 21. Supplemental Overtime Pre-Registration

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

This will confirm our undertaking to you in the area of production standards.

1. As the steward is the first contact between the employee and the Company in the area of standards application or interpretation: the Company offers a two (2) day M.O.S.T. - Time Study course for stewards to achieve a higher level of understanding and improve communications on this topic.

2.(a) The Chairperson or one of the Vice-Chairpersons, shall be designated as the Union Time Study Representative to assist in resolving any disputes regarding production standards. Further training for the Union Time Study Representative will be arranged in order that he may understand more fully all areas of production standards including allowances.

(b) In addition to the responsibilities inherent in the positions occupied by the Chairperson and Vice-Chairpersons, the Company proposes that they should complete a ten (10) day M.O.S.T. - Time Study program to more ably participate in achieving equity in operator workload.

3. The costs of the above mentioned training will be absorbed by the Company.

4. During the absence of the Chairperson for the training mentioned above, the senior Vice-Chairperson shall assume the duties of the Unit Chairperson.

Yours very truly,
BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 2

Mr. Bill Zilio,
National Representative,
C.A.W. Local 127,
St. Clair Street,
Chatham, Ontario

Dear Mr. Zilio:

RE: Chairperson and Vice-Chairpersons

It is agreed between the Company and Union that the following terms and conditions will apply with regard to the positions of Chairperson and Vice-Chairpersons.

1.(a) The Company recognizes the office of a full-time Unit Chairperson.

(b) Wages

(i) The full-time Chairperson shall be paid a fixed hourly rate of 25 cents above the highest base-rated employee in the bargaining unit.

(ii) In addition to his fixed hourly rate he shall be paid on a fixed basis for 5 overtime hours per week at time and a half.

(c) Hours Of Work

The hours of work of the Chairperson shall be from 7:00 a.m. to 4:00 p.m. on a daily basis.

(d) Departure from Plant

The Company recognizes the privilege of the Chairperson to leave the plant in the course of the performance of his functions or such, but he shall notify the designated Company representative, if he is available, when leaving and returning to the plant during working hours.

2. The following terms and conditions shall apply to the positions of Vice-Chairperson:

(a) Within each plant a position within a classification will be designated as the Vice-Chairperson's job. The Company reserves the right to designate another position should the requirements of the position be significantly altered so that it could not accommodate the performance of the Vice-Chairperson's duties. Such designations will be mutually agreed upon by the Company and the Union prior to the change.

(i) The position of Salvage Operator is designated as the position for the Vice-Chairperson. The Vice-Chairperson will be excluded from performing "on-line" salvage.

(b) Vice-Chairperson will receive the fixed rate of Labour

Grade 3 plus 25 cents per hour.

(c) In the case of the election of an employee from a skilled trades classification, that employee shall remain in his classification and receive the rate of that classification while performing the duties of Vice-Chairperson. The designated position of Vice-Chairperson in that plant would be temporarily posted during the period it is not occupied.

3. In the event that the Chairperson or a Vice-Chairperson should resign, or lose their position with the Union for any reason, they will return to their last posted job. During their term in the position of Chairperson or Vice-Chairperson, their posted position will be posted temporarily.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 3

Mr. Rene Albert,
Director Employee Relations,
Bendix Electronics,
540 Park Avenue East,
Chatham, Ontario

RE: Initiation Fee - Article V

Dear Mr. Albert:

Notwithstanding the provisions of Article V, Union Security, the Union has agreed to waive the payment of the initiation fee for students hired during the period of May 1st to September 15th.

The above mentioned students will, however, pay the Union dues outlined in the C.A.W. Constitution. In the event a student accepts permanent employment with the Corporation, the initiation fee will be deducted in the same manner as outlined in Article V of the collective agreement.

Yours truly,

Bill Zilio,
National Representative
C.A.W.

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: ATTAINMENT OF SENIORITY STATUS

It is agreed between the Company and Union that the following terms and conditions will apply for the attainment of seniority status for a probationary employee should he work 400 hours with the Company in the bargaining unit and be absent from work due to: layoff, illness, injury, leave of absence, bereavement, jury duty, vacation or holidays before completing three (3) months of service from his date of hire.

(a) His seniority date will be his hire date, should the employee return to work within three months from his date of hire.

(b) If the employee returns to work between three (3) months and six (6) months from his date of hire, his seniority date will be three (3) months prior to the date of his return to work.

(c) If an employee does not return to work within six (6) months from his date of hire, his seniority date will be determined by the date he works 400 hours within six (6) consecutive months.

(d) If an employee does not return to work within six (6) months, the employee shall be considered a new probationary employee.

Yours very truly,
BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 5

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics
Dear Mr. Formosa:

RE: Overtime Distribution

This will confirm the understanding between the Company and the Union with reference to the administration of Article XI - Overtime.

A. Groupleaders

NOTE: For the purpose of this section, the word "Group(s)" shall mean a group of people working in an area or job classification normally supervised by one or more Groupleader(

1. There will be no **equalization** of overtime within the job classifications of Groupleader except where more than one Groupleader is working in the same designated work area.

2. The Groupleader will always be scheduled to work when overtime is made available within the group he normally supervises.

If the regular Groupleader should refuse the overtime, the regular Back-Up Groupleader from that group will be asked subject to Article VIII - Layoff and Recall.

If both refuse the overtime, all other qualified Groupleaders within the department presently working that shift will be asked to work.

Exceptions to number 2 will be made when it becomes necessary to work small portions of different groups in the same department at the same time on non-production work.

3. Lead Hands

In areas of classifications where there is not a posted groupleader, the above language is applicable to lead hands. This procedure does not apply to lead hands within Skilled Trades.

Yours very truly,
BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 6

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: Overtime Distribution

This memo is being written to confirm the understanding between the Company and the Union in regards to the implementation of the new overtime distribution procedure.

(a) Overtime will continue to be requested as per the current Collective Agreement until August 23, 1987. The company will assume the current liability for overtime distribution as of that date.

(b) Effective August 24, 1987, the new procedure of overtime selection will be implemented. During the period of time from August 24, 1987 through to January 4, 1988, all parties will endeavour to establish systems and procedures to comply with the intent of the overtime distribution.

(c) From August 24, 1987 to January 4, 1988, the liability as noted in section 6(a) and 6(b) of Article XI - Overtime will not be enforced. Liability during the above mentioned time period for overtime distribution will be limited to asking employees within the groups of employees as identified in steps 1 (a) to 1(d), of Article XI - Overtime.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 7

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: Groupleaders

During negotiations considerable discussions has been held on the subject of Groupleaders, their method of supervision over production workers and assigned duties.

Both parties **recognize** the level of experience and expertise these individuals add to the daily operation of the plant. Thus the issue is not whether these individuals should be union or management employees but to how best **utilize** their talents.

The Company is prepared to jointly discuss a formal method of evaluating the Groupleader's performance including their leadership abilities and/or the proper selection or deselection.

A Groupleader is responsible for the direction of the group under his jurisdiction, including job instruction for employees, set up of equipment, and assist in the general efficiency of the group.

Although a Groupleader does not have direct disciplinary authority, he shall report to his immediate supervisor if any disputes arise in his group in the areas of safety, production standards, quality, housekeeping and the general attitude of the group.

A Groupleader shall not discriminate against any employee under his jurisdiction. In job assignments within hisgroup, he shall work with his supervisor in an attempt to train all posted employees to perform all tasks within the employees classification.

Where the word "Groupleader" is mentioned in the above letter, it also applies to Lead Hands.

Yours very truly,
BENDIX ELECTRONICS

K. R. Banting,
Manager - Industrial Relations

KRB:cr

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

OUTSIDE CONTRACTING

5/1

This letter is written to confirm the Company's policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is **recognized** that at times and for varying reasons, it is not considered practical or advisable for certain work to be performed by our own Company. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right; however, provided we have the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive in terms of cost, quality and within projected time limits, it **is our** intention and desire to keep such work within the Company.

No bargaining unit employee with the present skill and ability shall be laid-off while work belonging to the Company is being performed by outside contractors provided that the Company has the necessary facilities and equipment and the work can be performed by such employees in a competitive manner.

Yours truly,
BENDIX ELECTRONICS

K. R. Banting
Manager Industrial Relations

KRB:cr

Letter # 9

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: Skilled Trades Committee

The company agrees that a committee composed of Skilled Trades Representatives, the Unit Chairperson and Vice-Chairpersons, along with an equal number of Company representation be established to deal with problems arising in the Skilled Trades job classification.

This committee will meet once per month or as required to discuss issues including: lines of demarcation, outside contracting, new technology, selection and training of apprentices.

It is further agreed that the Company will continue to hire sufficient tradesmen to cover the requirements of the specific trade. To provide a full eight hours of employment, it has been, and will continue to be necessary to assign work in other classifications.

It is further agreed that specific issues pertaining to one plant should be resolved within the specific group prior to being presented to the committee. An agenda will be distributed to committee members prior to the meeting by Employee Relations.

Yours truly,

BENDIX ELECTRONICS LIMITED

K. R. Banting,
Manager - Industrial Relations

KRB:md

Mr. Bill Zilio,
National Representative,
Canadian Region - C.A.W.,
St. Clair Street
Chatham, Ontario

Dear Mr. Zilio:

620/1

RE: UNION PAID EDUCATION FUND

In the negotiations resulting in this Agreement, the Company agreed to pay into a special fund one cent (1 cent) per hour per employee for all hours worked during the life of this Agreement for the purpose of providing paid education leave for members of the Bargaining Unit, selected by the Union, to attend courses to upgrade skills in all aspects of Trade Union functions. Such monies will be paid on a quarterly basis commencing September 1, 1978 into a trust fund established by the National Union, C.A.W., and sent by the Company to the CAW Paid Education Leave Training Fund, Box 897, Port Elgin, Ontario, N0H 2C0. It was further agreed that selectees will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees will continue to accrue seniority and benefits while on leave.

The parties further agreed that this program, including the funding, will cease on August 22, 1990, unless the Company agrees to the continuance. Before making this determination, the Company and Union will jointly review the progress and results of the program with the National Union, C.A.W. six (6) months prior to expiration of this Agreement, and evaluate such progress and results in an objective manner.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 11

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: Safety Shoes

This is to confirm the understanding between the Company and the Union, that eligible employees will be reimbursed for the actual cost of safety shoes to a maximum of \$100.00 during the term of the Collective Agreement.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 12

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

When an employee is billed by a doctor who is a non-participating member of O.H.I.P., the Company will assist the employee to submit his claim to O.H.I.P. for assessment and reimbursement.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 13

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: Safety Glasses

This is to confirm the Company's position in supplying employees with non-prescription safety glasses within the workplace.

The Company shall maintain a procedure whereby employees will be fitted with the proper safety glasses.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 14

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: Plant Closure/Relocation

This will confirm the understanding between the Company and the Union that should the Company decide to move its **Chatham** operation to another location, it shall advise the Union of its intentions in writing 6 months in advance or as required by the Employment Standards Act, whichever is greater **and shall discuss** with the Union **the consequences** of such move for the employees involved.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager - Industrial Relations

KRB:sa

Letter # 15

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

This will confirm the agreement between the Company and the Union in regards to filling of job vacancies within the classifications of lift truck operators, lead hands and groupleaders.

All job postings will designate the physical areas of **responsibility** presently assigned to the new vacancy. Employees presently in the same classification must exercise their seniority through the job posting procedure in order to be the successful incumbent for the vacancy should they desire.

The Company reserves the right to modify the physical areas involved, and when doing so, any employees that are affected will exercise their seniority within the classification.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 16

Mr. Bill Zilio,
National Representative,
Canadian Region, C.A.W.,
St. Clair Street,
Chatham, Ontario

Dear Mr. Zilio:

This letter is to confirm that effective immediately and for the duration of this agreement, Ontario Blue Cross will not be used as the carrier for any benefits provided for all C.A.W. represented employees, former C.A.W. represented retired employees, and surviving spouses of deceased C.A.W. represented employees who are eligible for coverage.

Yours very truly,
BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics
Dear Mr. Formosa:

RE: Bendix Electronics Allowances

During negotiations, a request was made pertaining to an explanation of current allowances that exist as of the signing of this agreement.

A. PERSONAL - 24 minutes which is 5% of the working day is allowed to provide for two (2), ten (10) minute break periods and four (4) additional minutes of personal time during the day.

B. UNFORESEEN - 24 minutes which is 5% of the working day is allowed to provide time for various minor delays or breakdowns which are generally less than six (6) minutes in duration.

C. CLEAN-UP - 10.1 minutes which is 2.1% of the working day is allowed to provide time for washing-up prior to lunch break and at the end of the shift.

The total of the above allowance is 58.1 minutes.

A, B and Care expressed as a percentage of the total minutes available in the shift through the following calculation

$$\frac{480}{480-58.1} = 113.8\%$$

In addition to the above, regular press and spider press area will receive 16.8 minutes or 3.5% for time which may be lost due to minor machine breakdown.

For Regular press and spider press areas, all of the above allowances (58.1 minutes and 16.8 minutes) are summarized and expressed as a percentage of total minutes available in the shift through the following calculation

$$\frac{480}{480-(58.1 + 16.8)} = 118.5\%$$

Yours truly,
BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 18

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics
Dear Mr. Formosa:

RE: Job Selection

During the 1984 negotiations, the concept of job selection for posted employees within classification was introduced. This concept was designed to improve the employee's working life, thereby advantaging the worker. by making work a more satisfactory experience, the Company, by reducing employee absenteeism and the customer, through improved quality of the products manufactured.

The Company and the Union further agree that the concept is to be continued under the following general guidelines:

A. In the direct labour classifications the Groupleader will co-ordinate this program, in other classifications the Supervisor.

B. The job selection process will be repeated each Oct. 1 and Apr. 1, in the applicable classifications, by shift.

C. Eligibility of this process is limited to the employees posted to the particular classification.

D. Work assignments may be waived for training purposes, employee replacement due to employee absenteeism or overtime situations.

E. This process is not subject to the grievance procedure, however problems with this procedure will be discussed and resolved through monthly meetings with the Productivity Improvement Committee.

The results of this process must lead to increased employee satisfaction and enhanced productivity thus helping to assure our competitive position and job security.

Yours truly,
BENDIX ELECTRONICS

K. R. Banting,
Manager Industrial Relations

KRB:cr

Letter # 19

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Charlie Formosa:

RE: EMPLOYEES WORKING WHILE ON VACATION

During negotiations the topic of employees working while on a full week vacation was discussed.

The parties agree that in principle such a practice will be discouraged, however, it is also **recognized** that occasionally due to emergencies, lack of trained personnel and in the skilled trades department, such scheduling may be necessary.

In the event that such an employee be required to work, while scheduled for vacation the Unit Chairperson will be so advised.

Yours very truly,
BENDIX ELECTRONICS

K. R. Banting
Manager Industrial Relations

KRB/cr

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: Daily Transfers

During negotiations considerable discussions was held pertaining to the issue of daily transfers between classifications in a department. The issue of maintaining the employees rights to a particular classification and the effect of having to move employees within a classification in order to transfer a specific individual between classifications was identified as a problem.

This letter is being written to clarify the understanding between the Company and the Union to resolve this issue by creating a means for employees to identify their willingness to transfer amongst classifications within the department.

The system will be voluntary on the part of the employee as to his participation or not. Should an employee elect not to participate, then the daily transfer procedure as identified in Article VIII - Layoff and Recall will be followed.

The system, once established, will incorporate the following concepts:

- (1) Only employees assigned to classifications other than their posted classifications will be eligible to participate.
- (2) Once an employee assigned out of their posted classification has identified his/her willingness to transfer amongst classifications within the department and subsequently elects not to participate, such election will be honoured at the commencement of the following week.
- (3) The system will be implemented for a period of six months at which time it will be further evaluated to determine its effectiveness.

Yours very truly,

BENDIX ELECTRONICS

K. R. Banting
Manager Industrial Relations

KRB/cr

Mr. Charlie Formosa,
Unit Chairperson,
Local 127, C.A.W.,
Bendix Electronics

Dear Mr. Formosa:

RE: SUPPLEMENTAL OVERTIME PRE-REGISTRATION

This memo is being written to confirm the procedure of maintaining a supplemental overtime **pre-registration** sheets within the assembly and press departments.

(1) The Company will **make available each** Wednesday and Thursday, a supplemental overtime **pre-registration** sheet for employees to sign, which indicates their desire to work overtime outside their assigned classification for the following week.

(2) Employees who flagrantly abuse the overtime pre-registration procedure by not working overtime without a logical excuse will be reprimanded by the Company.

If an employee is removed from the **pre-registration** sheets because of repeated offences for the balance of the six (6) month interval, he will again be eligible to register at the start of the new six (6) month overtime period.

(3) Each Friday, supplemental overtime **pre-registration** sheets will be generated to determine the order of employee selection for overtime **opportunities available from Monday** to the following Sunday of the following week. Employees who have the ability to perform the required task will be selected from those having the least total overtime **hours as** identified by the weekly overtime reports.

Yours very truly,
BENDIX ELECTRONICS

K. R. Banting
Manager Industrial Relations

KRB/cr



ARTICLE XXII - DURATION

This Agreement shall remain in effect for three years from August 22, 1987 and unless either party gives to the other party written notice of termination, or of a desire to amend the agreement within ninety (90) days' prior to the termination of the contract or subsequent anniversaries thereof, then it shall continue in effect for a further one (1) year period without change, and so on from year to year thereafter. If notice of amendment or of termination is given by either party, the other party agrees to meet for the purpose of negotiations. During any period of negotiations for the renewal of a collective agreement, the terms and conditions of this agreement shall remain in full force and effect.

FOR THE COMPANY

Rene Albert
Elizabeth Giles
Ken Banting
Lou Candusso
Hugh Carrothers

FOR THE UNION

Charlie Formosa
Kirk Owen
Wayne Cowell
Robert Depencier
Dave Street
Bill Zilio (Int. Rep.)

1988

	S	M	T	W	T	F	S	
JAN	3	4	5	6	7	8	9	JUL
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
	31							
FEB	1	2	3	4	5	6		AUG
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29						
MAR	1	2	3	4	5			SEP
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31			
APR	3	4	5	6	7	8	9	OCT
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	31							
MAY	1	2	3	4	5	6	7	NOV
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	15	16	17	18	19	20	21	
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JUN	5	6	7	8	9	10		DEC
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	

1987

	S	M	T	W	T	F	S	
JAN	4	5	6	7	8	9	10	JUL
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	
FEB	1	2	3	4	5	6	7	AUG
	8	9	10	11	12	13	14	
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	29	30	31					
MAR	1	2	3	4	5	6	7	SEP
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31					
APR	5	6	7	8	9	10	11	OCT
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30			
MAY	3	4	5	6	7	8	9	NOV
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
	31							
JUN	7	8	9	10	11	12	13	DEC
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30					

1989

	S	M	T	W	T	F	S		S	M	T	W	T	F	S
JAN	1	2	3	4	5	6	7	JUL	1	2	3	4	5	6	7
FEB	8	9	10	11	12	13	14	AUG	8	9	10	11	12	13	14
MAR	15	16	17	18	19	20	21	SEP	15	16	17	18	19	20	21
APR	22	23	24	25	26	27	28	OCT	22	23	24	25	26	27	28
MAY	29	30	31					NOV	29	30	31				
JUN								DEC							

1990

	S	M	T	W	T	F	S		S	M	T	W	T	F	S
JAN	1	2	3	4	5	6	7	JUL	1	2	3	4	5	6	7
FEB	8	9	10	11	12	13	14	AUG	8	9	10	11	12	13	14
MAR	15	16	17	18	19	20	21	SEP	15	16	17	18	19	20	21
APR	22	23	24	25	26	27	28	OCT	22	23	24	25	26	27	28
MAY	29	30	31					NOV	29	30	31				
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Fields Coded From SR

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Fields Coded From Previous
Agreement

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