

** Indicated Changes*

SOURCE	<i>Comp.</i>		
ENT.	<i>89</i>	<i>05</i>	<i>15</i>
TERM:	<i>90</i>	<i>05</i>	<i>15</i>
NO. OF EMPLOYEES	<i>140</i>		
NO. OF EMPLOYEES			

COLLECTIVE AGREEMENT

between



HAYES-DANA 'INC.
WEATHERHEAD PRODUCTS

and

THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
LOCAL LODGE NO.1804

Expires Midnight May 15th, 1990

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J. Williams

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COLLECTIVE AGREEMENT

BETWEEN

HAYES-DANA INC., WEATHERHEAD PRODUCTS, of the City of St. Thomas, in the Province of Ontario, hereinafter called the "Company."

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, a voluntary Association of Employees representing the Employees of the Company through its Local Lodge No. 1804, hereinafter called the "Union."*

WHEREAS the Company and the Union made and entered into a collective agreement the 19th day of July 1984, and whereas, following timely notice of a desire to change the agreement in certain respects, the representatives of the Company and of the Union have met, negotiated and agreed upon the terms of a new agreement as follows:

Purpose

1. The general purpose of this agreement is to maintain formal relations between the Company and its employees and to continue to provide machinery for the prompt and equitable adjustment of grievances and to provide for working conditions, hours and wages applicable to all employees who are subject to the provisions of this agreement.

Recognition

2. The Company **recognizes** that the Union is the sole and exclusive collective bargaining agency for all of its production, maintenance, and warehouse employees in St. Thomas, Ontario, excluding the following classifications of employment which are not subject to the provisions of this agreement, namely: executive, administrative and professional employees; office and clerical employees, including factory clerks and timekeepers; superintendents, foremen, assistant foremen, line fore-

men, watchmen and guards; and those having authority: to exercise discipline over employees on behalf of the Company.

3. The Company will supply the Union with a list of superintendents, foremen, assistant foremen, line foremen and other persons with authority to exercise discipline, and will indicate by proper titles such authority.

Union Security

4. All employees covered by this agreement as a condition of employment shall be members of the Union in good standing in accordance with the Constitution and the By-Laws of the Union and remain so for the duration of this agreement.

5. New employees hired after the effective date of this agreement and employees transferred into the bargaining unit after the effective date of this agreement must join the Union upon the completion of their probationary period and maintain their membership for the duration of this agreement.

Union Dues

6.(a) Whenever during the terms of this agreement any employee individually signs and presents or causes to be presented to the Company an authorization in the following form:

To: Hayes-Dana Inc., Weatherhead Products, St. Thomas, Ontario.

Date

The undersigned hereby voluntarily authorizes you to deduct from my first pay each month hereafter union dues at the rate as set forth in accordance with the Constitution of the International Association of Machinists and Aerospace Workers, and the By-La& of Local Lodge No. 1804, International Association of Machinists and Aerospace Workers, and to pay to the Financial Secretary of said Local Lodge.

The Company, during the term of this agreement, will deduct from said employee's first pay of the month, after thirty (30) calendar days of employment, and following receipt of said authorization one (1) month's dues, and thereafter, during the term of this agreement, from the first pay of each succeeding month, the amount of said monthly dues as long as said authorization shall remain in effect.

(b) Before the end of the same month in which they are deducted the Company will pay to the Financial Secretary of the Local Union the full amount of the dues so deducted, furnishing therewith a list showing the clock number and name of each employee from whose pay deductions are made, and the amount of the deduction from the pay of each employee.

Reservation of Management Rights

7. Nothing in this agreement shall be interpreted as limiting the Company in any way in the exercise of the regular and customary functions of Management, including the extension, limitation, curtailment or cessation of operations, and the Union recognizes that the schedules of production, the methods, processes and means of manufacture are solely and exclusively the responsibility of the Company.

8. No grievance shall be considered which usurps Management's function.

9. The Company reserves the right to make and alter, as deemed necessary, rules and regulations to be observed by the employees, such rules and regulations not to be inconsistent with this agreement.

* 10. The Union recognizes the right of the Company to hire, promote and transfer. Also lay-off, suspend, discharge or discipline any employees for just cause subject to the right of the employee or employees to lodge a grievance to the extent herein provided.

Relationship

11. The terms and conditions of this agreement will apply to all employees who are subject to the provisions thereof.

12. Subject to paragraphs 4 and 5, both inclusive, of this agreement there shall be no discrimination, interference, restraint or coercion exercised or practiced by the Company, its representatives, or by the employees with respect to any employee because of his or her membership or non-membership in the Union.

13. The Union agrees there will be no Union activity on Company time, and no meetings on the Company premises except with the permission of the Company.

14. The Company will grant a leave of absence to not more than one employee at any one time to serve in a full time position with the International Local Union or District Lodge. Such leave of absence shall be requested by the Union in writing and shall be for a period of up to two (2) years. Such leave may be extended for a further two (2) year period by mutual consent of the Company and the Union. Upon return from leave, employee shall replace the junior person in the classification from which he was granted leave.

No Strikes or Lockouts

15. The Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with production, and that if any such collective action should take place, the President of the Local Lodge and the Plant Committee will instruct its members to carry out the provisions of this agreement and return to work and perform their duties in the usual manner.

Plant Committee

✠ 16. The Union shall appoint or otherwise select a plant committee to be composed of and not to exceed six (6)

members plus the Local Lodge President. It is understood: and agreed that at no time will this committee be composed of less than three (3) members plus the President.

The Company will recognize and bargain with said committee on any matters properly arising from time to time during continuance of this agreement.

No more than two (2) committeepersons to come from one (I) department.

17. The Union recognizes and agrees that the members of the Plant Committee have regular duties to perform in connection with their employment, and only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering this agreement. Members of the Plant Committee and the President of the Union shall be paid at their respective hourly rates for time used by them during their regular shift in meetings with the Management, provided that such employees shall not be paid for any time lost while participating in an arbitration proceeding.

18. Before leaving his regular duties on behalf of the Company, a Committeeperson must obtain the permission of his Foreman to do so. He shall also report to the Foreman of any department he thinks it necessary to visit, stating his reasons for so doing and securing permission before entering. At the conclusion of his business, he shall report his return to his Foreman, at which time he shall get the Foreman's OK to a time slip authorizing such payment as he is entitled to receive under paragraph 17.

19. The Union agrees to supply the Company with the names of the employees who are members of the Plant Committee and will keep such list up to date.

20.(a) The President of the Union, during his term of office shall be employed exclusively on the day shift,

provided there is available work which he is qualified to perform efficiently.

(b) Members of the Plant Committee, the President of the Local Union (whether or not he is a member of the Plant Committee) and the Financial Secretary of the Local Union will be retained in the employ of the Company during their respective terms of office, notwithstanding their positions on the seniority list so long as the Company has work available which they are qualified and willing to perform.

Grievance Procedure

21. If an employee (or employees) has any complaint or question he wishes to take up with the Company, the employee shall confer with his immediate Foreman. His Plant Committeeperson may accompany the employee if the employee requests his assistance. The decision of the Foreman shall be given within twenty-four (24) hours. Failing a settlement satisfactory to the employee concerned, the matter shall then become a grievance, provided it is reduced in writing as a grievance (a) within three (3) working days of the answer of the Foreman to the complaint and (b) within two (2) weeks of the time the facts giving rise to the grievance became known to the employee or the Union or should have become known with the exercise of reasonable attention.

22. Step No. 1. The grievance shall be reduced to writing on a triplicate grievance form provided by the Company and signed by the Committeeperson and the employee and handed to the Foreman concerned, who shall then give his answer in writing and return same to the Committeeperson within three (3) working days.

23. Step No. 2. If the written decision of the Foreman is not satisfactory to the employee, the Committeeperson shall then refer the grievance to the Superintendent (or other representative designated by the Company) who

shall, within three (3) working days of the date he received: the grievance, record his decision on the triplicate grievance form and deliver one (1) copy to the Committeeperson, one (1) copy to the Foreman and one (1) copy to the Personnel Manager.

24. Step No. 3. If the superintendent's decision resulting from Step 2 is not satisfactory to the employee then the grievance shall be referred by the Plant Committee to the Management of the Company who will meet and discuss it with the Committee. At this meeting any Grand Lodge or District Lodge representative of the Union may be present if his presence is requested by either the Union or the Company. Within three (3) working days of the conclusion of the conference the decision of Management shall be recorded on the triplicate grievance form and one (1) copy shall be given to the Committeeperson, one (1) copy shall be given to the Foreman and one (1) to the Superintendent (or other representative designated by the Company to act for him.)

* 25. Step No. 4. In the event the grievance is not satisfactorily adjusted by the foregoing procedure, it may be submitted to arbitration on written notice by the Union to the Company. An Arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree on an impartial arbitrator, they then shall mutually request the Ministry of Labour Arbitration Services to furnish a panel or panels of five (5) arbitrators. The party requesting arbitration shall strike out two (2) of the submitted names. The other party shall strike out two (2) of the remaining names. The person whose name remains shall be the sole impartial arbitrator. The Arbitrator shall schedule a hearing and hear the evidence and representations of both parties and shall render a decision as soon as possible. The decision of the Arbitrator shall be final and binding upon both parties to this agreement. He 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 give any decision inconsistent with the terms and provisions of this agreement.

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

No grievance shall be considered by the Arbitrator unless it has been properly carried through Step 3 of the grievance procedure.

26. Any grievance including arbitration which is not appealed at any step within five (5) working days of the answer given at such step shall be considered settled on the basis of the decision last made and shall not be eligible for appeal. Any of the time limits established in the Grievance Procedure may be extended by mutual agreement expressed in writing.

Discharge Cases

27.(a) When an employee with seniority is requested to attend a conference in the Personnel Office for the purpose of discipline or is the subject of a written disciplinary warning, disciplinary layoff, or discharge, he will be informed of his right to request the presence of his plant Committeeperson before he is required to leave the plant premises or accept the written disciplinary warning or be subject to a recorded verbal warning. As soon as possible but not later than the second working day after a discharge or disciplinary layoff, notice thereof will be given the President of the Union or a Plant Committeeperson. Any claim by an employee that he has been unjustly discharged or laid off from his employment shall be treated as a grievance, but a written statement of such grievance must be lodged by the employee with the Superintendent within three (3) working days after the employee ceases to work for the Company.

(b) If the employee's claim is found to **be** justified, then he shall be reinstated in his employment with such compensation for time lost as may be agreed **upon** or determined by an Arbitrator at not more than his straight time rate and with no loss of seniority rights.

(c) With reference to disciplinary matters which normally require progressive discipline, the Company agrees that if an employee maintains his record clear of disciplinary **actions** for a period of twelve (12) consecutive months, future recorded discipline will commence with a recorded verbal warning.

Safety

Special Clothing, Shop Rules

28.(a) A Safety and Housekeeping Committee of six (6), comprised of three (3) Company appointees and three (3) Union appointees shall be formed and will meet monthly. Safety and housekeeping tours of the plant and warehouse shall be made at least quarterly by two (2) committee representatives (one (1) Union and one (1) Company.)

(b) The Company will, to the extent provided by Law, maintain sanitary arrangements throughout the plant, provide safety devices, and give proper attention to the elimination of any conditions of employment which are a hazard to the safety or health of the employee.

29. Where the nature of the task assigned to an employee requires the use of special equipment or special protective clothing, such special equipment and special protective clothing, such as goggles, gloves, aprons, dust cloths and rubber boots, will be provided by the Company. The Company will provide **\$40.00** towards the cost of safety shoes one time only.

30. The Company reserves the right to formulate and publish from time to time rules and regulations regarding the use and operation of machine equipment and plant facilities and the **terms and conditions** upon which special clothing is issued to employees.

31. The Company agrees to maintain adequate facilities for female employees according to law.

Seniority

32. Each of the parties hereto recognizes that the employees are entitled to an equitable measure of security based upon length of service.

33. The Company will continuously maintain accurate records of seniority of each employee, and such records shall be continuously available.

* 34. A probationary period of sixty (60) days of work within a period of six (6) consecutive months shall be established for new employees. At the expiration of the probationary period an employee shall acquire seniority as of the date of his latest employment in the plant. During such probationary period the Company may suspend or discharge an employee with just cause and a suspension or discharge shall not be made the basis of any claim or grievance against the Company.

Loss of Seniority

35. An employee shall lose his seniority standing and all rights and shall cease to be an employee of the Company and his name shall be removed from all seniority lists, for any of the following reasons:

- (a) If the employee voluntarily quits or retires from his employment with the Company.
- (b) If the employee is discharged or retired, and such employee is not reinstated pursuant to the provisions of the Grievance Procedure herein.
- (c) If the employee has been laid off, and, having been requested by registered mail addressed to his last address as furnished by him to the Company: fails to return to work within three (3) working days after delivery of his notice to said address or within any longer period arranged for good reason by the employee and the Company.

- (d) If the employee overstays a leave of absence granted by Management in writing without securing an extension of such leave.
- (e) If the employee is absent for three (3) consecutive working days without notifying the Company, unless the employee can substantiate it was impossible to so report or notify the Company.
- (f) Chronic one-day absentees shall be subject to discipline by layoff, and in extreme cases, by discharge.
- (g) If the employee is absent from active service for any reason including layoff, except occupational injury or occupational illness, for a continuous period of two (2) years or the length of his continuous service, whichever is shorter. If an employee as a result of repeated illness works less than 50% of scheduled work days over a two (2) year period.
- (h) If the employee accepts other employment while on leave of absence, unless with the prior consent of the Company and the Union.

Leave of Absence

36. When requests are made in advance, absences of not more than one (1) week may be excused by the Foreman without a written leave of absence. Employees may not be absent for longer than one (1) week unless they have been granted a written leave of absence. When leaves are granted they will be with accumulated seniority.

37. Employees who have attained seniority status are granted leaves of absence when such absence is made necessary because of bona fide illness or injury.

38. Leaves, for reasonable periods may be granted for legitimate personal reasons under unusual circumstances. Each such request will be reviewed in the light of the employee's length of service and the urgency of the reason for the request. Female employees who have at least one

(I) year's seniority will be granted pregnancy leave. Such leave shall extend from the last day of the fourth (4th) month of pregnancy to not later than the end of the third (3rd) month after the delivery date. Employees returning from leave of absence will return to their former job classification providing they are physically able to perform the work.

39. The Company will grant leave of absence without pay for reasonable periods to not more than three (3) employees to serve as delegates of the Local Lodge for the transaction of Union business. The Company will continue the practice of granting leave to additional employees to transact Union business when the need arises,

Request for leave will be made a minimum of twenty-four (24) hours prior to requested leave.

Layoff Procedure

* 40. When a layoff occurs the following procedures shall apply:

- (a) Supervision will determine the number of employees needed in each job classification.
- (b) The employees affected by the layoff may use their plant seniority to supplant any employee working on any job in the plant, which within three (3) days they are qualified to perform.
- (c) Employees who exercise their seniority rights and move to another job will be paid the rate of the job to which they bump or their own rate whichever is higher.
- (d) Any employee who chooses to accept a layoff from the plant rather than exercise his right to displace another employee shall remain on layoff until recalled to his regular job, unless the Company chooses to offer the employee a different job, and the employee accepts. Such an employee who has not been recalled to his original job classification for a period of thirty (30) days, may thereafter

request in writing that the Company place his name on the recall list specifying in such request that the employee would accept recall to any job or alternatively specifying those jobs to which he would accept recall. An employee so advising the Company shall then be recalled in accordance with his seniority and his request in writing to any future opening for which he has the skill and ability to perform. In any event the employee shall be given an opportunity to fill a vacancy before new hires.

41. When calling back employees to employment after a layoff, the reverse of the layoff procedure will be followed, provided employees eligible for recall are able to perform the available work in an efficient manner. Before recalling employees laid off from any department, the Personnel Manager and the Plant Committee person having jurisdiction of that department may verify the seniority rights of those to be recalled.

Job Posting

42. The Post and Bid System will operate in accordance with the following:

- (a) Subject to paragraph (b) below, whenever a new job is created or a vacancy occurs the Company shall post a notice on the bulletin board for a forty-four (44) hour period.
- (b) This post and bid procedure is limited to the posting of the original permanent job opening and one subsequent permanent job opening resulting from this transfer or promotion. Jobs classified in L.G. 7 (Assembler 2) will not be posted. Qualifications for the job posted will not be inconsistent with previous postings for similar jobs.
- (c) Any employee who has attained six (6) months seniority, is eligible to bid, and may bid by notifying his foreman in writing, during the forty-four (44) hour posting period.

- * (d) Plant seniority shall govern in the selection of an employee to fill the vacancy provided he best meets the requirements for promotion or transfer established in paragraph 43.
- (e) The Company will recognize the bid of an employee who has been a successful bidding candidate within the preceding twelve (12) month period, only if the job is not filled by a qualified bidder who has not been a successful bidder within the preceding twelve (12) months. (6 months L/G 6-7-8).
- (f) Temporary job requirements not expected to exceed a three (3) month period may be filled by the Company without posting. However, if at any time the situation changes so that it can be determined the temporary requirement will exceed a three (3) month period the job will be posted immediately. The Company also agrees there will be no repeated temporary transfers to a position so as to avoid posting; the experience gained by an employee through temporary transfers will not be used as a basis for awarding a future posted opening to that employee. Job openings created as a result of granted leaves of absence will not be posted.
- * (g) Employees may bid for higher, parallel or lower job grades.
- (h) Employees after having completed a trainee programme may not bid on job openings for a period of twelve (12) months.
- (i) The Company will provide, to the Plant Committee Chairperson on request, a copy of all postings. The Company will also provide to the Union on request, a copy of the names of employees who bid on the postings and also the name of the successful bidder.
- * (j) Employees transferred through the Post and Bid

System are considered to be on training and probation for the first sixty (60) work days. During this period they may return to their former job if they choose, in which case all subsequent job changes are reversed.

(k) Where an employee has been awarded a job as a successful bidder, but the job is cancelled before he is placed on it, he will be regarded as the successful bidder should the job become available again within six (6) months of the date it was cancelled. He shall also retain his right to accept or reject the job at that time if he has successfully bid on another job during the interim.

* (l) Should a successful bidder disqualify himself before being placed on the job, the Company will, subject to the conditions of paragraph 42, consider other bids, if any, made with respect to the posting.

Transfers

*43. Promotions or transfers to job openings shall be based on knowledge, ability, skill and seniority. Seniority shall govern in the selection of an applicant provided he best meets the job requirements of knowledge, ability and skill.

44. For job openings not covered under the Post and Bid System an employee with six (6) months seniority may apply for a transfer to another department. Such application shall be in writing and shall state the employee's reason for the request as well as any information deemed by him to be helpful in consideration of his application. Plant seniority shall govern in the selection of an employee to fill the vacancy provided he meets the requirements for promotion or transfers established in Paragraph 43. The Company reserves the right to withhold consideration of an application for transfer from an applicant until he has completed twelve (12) months service from the last previous transfer made at his request. (6 months for L.G. 6-7-8)

Before employees are hired to fill newly created jobs, present employees will be notified and given opportunity to seek transfer to such jobs.

45.(a) If an employee is temporarily transferred by the Management for its convenience to a job carrying a lower rate, the employee shall be paid his higher rate while so employed. The employee selected may decline the transfer provided a qualified junior employee in the same labour classification is available.

46. If an employee is transferred to a position outside the bargaining unit he shall retain while so employed all the seniority which he had at the time of his transfer. If an employee is returned to the bargaining unit within six (6) months of the date he is transferred out for reasons other than retrenchment by the Company, he will be placed on a job opening in keeping with his qualifications and seniority.

If an employee is returned to the bargaining unit after six (6) months of the date he is transferred out, he will be placed on a job opening where there has been no successful bidder or he will replace the junior employee in the plant in a job entry classification.

If an employee is returned to the bargaining unit as a result of retrenchment, he will be placed on a job formerly held in keeping with his qualifications and seniority.

Notice Board

47. The Company agrees to establish a notice board in the plant and warehouse for the posting of such official Union Notices as are approved by the Superintendent or Personnel Manager. Approval of such notices will not be unreasonably withheld.

Premium Pay

48.(a) Time and one-half shall be paid for all time worked i.e. over eight (8) hours in any one day, time and one-half for all hours worked on Saturday, double time

shall be paid for all time worked on Sunday.

(b) Time and one-half shall be paid for all time worked on the paid Statutory Holidays indicated in Paragraph 5 l.

(c) In all cases, Saturdays, Sundays and Holidays shall be considered as extending from midnight to midnight.

(d) If a holiday occurs on Saturday or Sunday, the day observed by Government Proclamation or such other day as mutually agreed upon thereto shall be considered the holiday.

Overtime

* 49. **Overtime** and the opportunity to work overtime in any department shall be recorded. Request by the Company for an employee to work overtime shall be made twenty-four (24) hours prior to the end of the last shift worked before the overtime except in case of urgency or emergency, i.e. machine breakdown, customer rescheduling, power failure or other such emergencies beyond the Company's control.

Overtime shall be distributed as equally as practicable amongst the employees in the effected occupational classifications in the department. Redress for error in this procedure will be adjusted only by allotting future overtime to griever. Such overtime to be made available as soon as possible at a time suitable to the employee but not later than six (6) months. Overtime declined within the above limits shall count as time worked for record purposes. Requests by the Company for any employee to work overtime with less than the aforementioned notice will not be recorded and he will not be obliged to work. All overtime shall be voluntary.

50. In the event the Company engages in any continuous seven (7) day operations during the term of this agreement, then the provisions under this title shall be subject to renegotiation with respect to the employees engaged in such operations.

Pay For Holidays Not Worked

51. The following will be recognized as Plant Holidays.

First Year — May 16th, 1987 to May 15th, 1988

Victoria Day — May 18, 1987

Canada Day — July 3, 1987

Civic Holiday — August 3, 1987

Labour Day — September 7, 1987

Thanksgiving — October 12, 1987

Day before Christmas — December 24, 1987

Christmas Day — December 25, 1987

Day after Christmas — December 28, 1987

Christmas Floater Holiday — December 29, 1987

Christmas Floater Holiday — December 30, 1987

Day before New Years — December 31, 1987

New Years Day — January 1, 1988

Good Friday — April 1, 1988

Christmas plant shut down begins end of shifts
December 23, 1987. Plant reopens January 4, 1988.

Second Year — May 16th, 1988 to May 15th, 1989

Victoria Day — May 23, 1988

Canada Day — July 1, 1988

Civic Holiday — August 1, 1988

Labour Day — September 5, 1988

Thanksgiving — October 10, 1988

In lieu of Day before Christmas — December 23, 1988

In lieu of Christmas Day — December 26, 1988

In lieu of Day after Christmas — December 27, 1988

Christmas Floater Holiday — December 28, 1988

Christmas Floater Holiday — December 29, 1988

In lieu of Day before New Years — December 30, 1988

In lieu of New Years Day — January 2, 1989

Good Friday — March 24, 1989

Christmas plant shut down begins end of shifts
December 22, 1988. Plant reopens January 3, 1989

Third Year — May 16th, 1989 to May 15th, 1990

Victoria Day — May 22, 1989

Canada Day — June 30, 1989

Civic Holiday — August 7, 1989

Labour Day — September 4, 1989
Thanksgiving — October 9, 1989
Day before Christmas — December 22, 1989
Christmas Day — December 25, 1989
Day after Christmas — December 26, 1989
Christmas Floater Holiday-i December 27, 1989
Christmas Floater Holiday — December 28, 1989
Day Before New Years — December 29, 1989
New Years Day — January 1, 1990
Good Friday — April 13, 1990
Christmas plant shut down begins end of shifts
December 21, 1989. Plant reopens January 2, 1990

Each employee who does not work on a Plant Holiday shall be entitled to eight (8) hours pay at straight time at his regular hourly rate providing each and all of the following eligibility requirements are met.

(a) He has worked his full shift the last scheduled work day before the holiday and works his full shift the first scheduled work day after the holiday. He will be considered to have worked a full shift provided he is not more than one (1) hour late for the start of his shift. This requirement shall be enforced so as to prevent payment of holiday pay to those with no legitimate excuse for not complying therewith and not to deny holiday pay to those having a legitimate excuse for not complying with this particular requirement. The Company and the Union may require reasonable proof of the facts asserted as a legitimate excuse.

(b) In case of consecutive holidays -an employee who is absent with no legitimate excuse either the day before or the day after a holiday period will forfeit one day holiday pay. if he is absent both the day before and day after a holiday period with no legitimate excuse he will forfeit two (2) holiday's pay.

52. An employee who works on any of the statutory holidays named above shall receive the holiday pay provided above, if he is otherwise eligible, in addition to the rate payable under Paragraph 48 (b) hereof. No

holiday compensation shall be paid to any employee : failing to work as scheduled. Absence from work without permission the last scheduled work day before or the next scheduled work day following the day observed as the holiday will result in forfeiture of holiday pay and employees on leave of absence or not working for two (2) consecutive weeks, one (1) of which is the week in which the holiday is observed will not be paid for such holiday. Employees on paid vacation will receive pay for any holiday named in Paragraph 51 that occurs during their paid vacation period.

Vacations

53. Each employee on the payroll of the Company, June 30th shall receive a vacation on the basis of one (1) day for each full month of continuous employment prior to the commencement of the current vacation year to a maximum of ten (10) days. A week of vacation shall consist of six (6) days, Monday to Saturday, inclusive.

(a) Vacation pay shall be a percentage of the wages received by the employee during the twelve (12) months immediately preceding July 1st, including pay for statutory holidays, vacation pay for the previous year vacation but excluding gift bonuses. Vacation pay for employees with less than one (1) year service immediately prior to July 1st shall be 4%.

(b) All employees who have completed one (1) year or more of continuous service with the Company immediately prior to July 1st shall receive vacation and vacation pay according to the following schedule:

1 year but less than 3 years — 2 weeks — 4%
3 years but less than 5 years — 2 weeks — 5%
5 years but less than 11 years — 3 weeks — 6%
11 years but less than 15 years — 3 weeks — 7%
15 years but less than 24 years — 4 weeks — 8%
24 years but less than 25 years — 4 weeks — 10%
25 years or more — 5 weeks — 10%

(c) The Company shall determine the period when each employee shall take his vacation but such period

shall not be later than twelve (12) months after the conclusion of the working year of the employee, provided the Company does not schedule a three (3), four (4) or five (5) week vacation shutdown. Employees who qualify for three (3), four (4) or five (5) week vacation shall notify the Company before-December 1st of the vacation year when they desire to take their third (3rd), fourth (4th) or fifth (5th) week of vacation, the time to be mutually agreed upon between the Company and the employee. Vacations for the third (3rd), fourth (4th) or fifth (5th) week that have not been requested by the employees by December 1st of the vacation year will be scheduled by the Company. Vacation pay will be paid immediately before the vacation is taken. Vacations are compulsory and must be taken, excepting the fourth (4th) and fifth (5th) week.

(d) On request, the Company shall give each employee whose employment is discontinued by the Company or who leaves the employ of the Company during the term of this agreement, having completed at least three (3) months of employment, vacation pay in the full amount to which he is then entitled, less all proper withholdings.

Schedules

54. Attached hereto, marked "Schedule 'A' " and made part of this agreement is the schedule of the job classifications and of the rates applicable thereto for the period May 16th, 1987 through midnight May 15th, 1990.

* 55. The seniority provision of this agreement shall not apply to inventory work. Seniority will be considered only if inventory work is conducted during a normal scheduled work day.

56. Attached hereto, and marked Appendix "A", and made a part of this Agreement is a schedule covering Group Insurance Benefits.

Supervisors

57. The parties agree that the primary duty of supervision is to supervise. It is further agreed that supervisors will not enlarge upon the privilege of working in cases of

development work, instruction, experimental work, trying: out and setting up of new or altered equipment, or emergencies such as might result from equipment failure, employee absence, shipping deadlines. Working in these instances shall not be construed to mean regular production commitments; nor would an-emergency exist if there are qualified bargaining unit employees available to do the work without sacrificing other necessary production.

Call-h Pay

58. Any employee who is scheduled to report for work, without having been notified that there will be no work, and having reported, is prevented from working through conditions within the Company's control, shall be paid for a minimum of four (4) hours worked at his prevailing rate. The report in pay provisions of this article shall not apply if strikes or work stoppages, at the St. Thomas plant, failure of power beyond the control of management, or acts of God interfere with work being provided. Any employee who, having worked his regular shift and gone home is called back to work, shall be paid for the actual time he worked, but not less than four (4) hours pay at straight time.

59. Each shift normally shall consist of eight (8) hours of work. Except in circumstances beyond the Company's control making it impracticable to permit rotation, all employees assigned to jobs on a two (2) or three (3) shift basis shall rotate shifts either on a weekly or a **bi-weekly** basis, according to the schedule posted, provided, however, that this provision for rotations shall not be applicable in situations where the employees effected agree not to rotate shifts. Employees on the second (2nd) or afternoon shift shall be paid a bonus at the rate of twenty-two cents (22¢) per clock hour; and employees on the third (3rd) or midnight shift shall be paid a bonus at the rate of **twenty-six cents (26¢)** per clock hour; for each clock hour or fraction thereof of work performed on that shift. Employees on continuous operations where lunch period relief is not provided and on three (3) shifts where overlapping is not possible, an eighteen (18) minute paid

lunch period at the employee's regular hourly rate will be allowed.

Automatic Progression System

60. The automatic progression schedule will be administered in accordance with the following:.

- (a) New employees shall normally be hired at the starting rate of the job to which they are assigned.
- (b) Any employee who has completed his probationary period will automatically be increased to the 'Hourly rate after sixty (60) scheduled working days' of the job to which he is assigned. If the employee has been absent from work more than one-fifth (1/5th) of the available work days, the progression rate increase shall be postponed until such time as he has actually worked a number of days equal to four-fifths (4/5ths) of the available work days in such sixty (60) scheduled work day period.
- (c) Employees shall receive automatic increases as called for in the Automatic Progression Schedule.

An employee with sixty (60) scheduled work days or more of seniority who is transferred to another job will receive the sixty (60) scheduled work day rate for the job or the highest progression rate he had previously earned as a result of permanent assignment to the job.

Insurance Program and Pension Plan

61. The parties have provided for Group Insurance and Pension Plans by separate agreement.

The agreed upon Pension is in addition to the Canada Pension Plan.

Pension Highlights

Normal Pension

\$11.50 per month per year of service.

Effective May 16, 1988 - \$12.00 per month

Effective May 16, 1989 - \$12.50 per month
Maximum forty (40) years.

Disability Pension

Eligibility age forty-five (45) with ten (10) years service, \$17.50 per month per year of service, forty (40) years maximum.

Compulsory retirement age 65.

Early Retirement

At or after age sixty (60) with fifteen (15) but not more than forty (40) years of credited service. Pension reduced by 4/10% of 1% for each month prior to sixty-five (65).

One time only early retirement offer:

Employees 60 years of age with twenty (20) years service may retire with full pension and applicable benefits to age sixty-five (65). Offer expires December 31st, 1987.

Spouse Option

90 -55

Automatic preretirement Surviving Spouse Pension

Vesting Rights

Certificate of Vesting

Vesting after ten (10) years.

Cost of Living

62. In the event that Statistics Canada or a successor Government Agency either discontinues publication of the current Price Index or changes the form and/or method of calculation of the Consumer Price Index and publishes a new Index which differs from that defined previously in this Article, the Company and the Union shall enter into immediate negotiations with respect to maintaining the full protection originally intended by the negotiations of the Cost of Living provisions. In the event the parties are unable to agree, this dispute shall be submitted to final and binding arbitration as provided for in this agreement.

The cost of living allowance will be paid in accordance with the changes in the "Consumer Price Index" published by Statistics Canada on the basis of

1971 equals 100.

C.O.L.A.

The cost of living allowance will be as follows:

Using the C.P.I. for January 1988 as the base, the first adjustment will be effective. the. pay period in May 1988 which follows publication of the April 1988 C.P.I. COLA will be adjusted at quarterly intervals thereafter for the term of the Collective Agreement with the final adjustment in May 1990.

Adjustments to be on the basis of 1¢ for each .35 change in the C.P.I.

The cost of living in all cases shall be considered as an add on for hours worked. It is understood that hours paid but not worked such as holiday pay, vacation pay, bereavement pay, jury duty pay, etc., shall be considered as hours worked for the purposes of this Article.

No retroactive adjustment shall be made in the amount of the cost of living due to any revision which may later be made in published figures of the "Consumer Price Index," by Statistics Canada.

Jut-y Duty Pay

63. A full time employee who has completed his probationary period and who performs jury service during a regular work week, Monday to Friday, inclusive, will be paid for each such day of jury service on which he would have been scheduled to work, the difference between (a) the fees received by him for daily jury service and (b) the hourly rate of his job classification for eight (8) hours. In order to qualify for pay under the provisions of this paragraph, an employee shall present to the Company satisfactory evidence of the amount of fees received by him for jury service. While on jury service an employee may, at the discretion of the Company, be assigned to work on the day shift from Monday to Friday, inclusive, and in such case shall be at work during such working hours when not on jury duty.

Employees who are subpoenaed as a Crown Witness will be paid in accordance with the above.

Bereavement Leave

64. The Company will grant a leave of absence to employees from the day of death until and including the day of the funeral in case of death of his mother, step-mother, father, step-father, brother, sister, child, current spouse or parent of current spouse. If the employee has completed thirty (30) days of continuous employment on the day such death occurs, the Company will pay him for any of the first three (3) days of such leave of absence on which he would otherwise be scheduled to work. Pay for time lost under this section shall be at the employees regular hourly rate. Under the same terms, an employee will be granted the day of the funeral off with pay in the event of the death of his grandparents or grandchild. Time lost as a result of leave under this provision shall not be considered as hours worked for the purpose of computing premium overtime. No pay will be granted under the provisions of this paragraph where the employee fails upon request, to furnish the Company with reasonable proof of death.

PRODUCTION STANDARDS

65. Permanent production standards shall be guaranteed for the duration of this agreement unless:
- (a) The tools, materials, jigs, fixtures, machine feeds and speeds, or method of operation are changed.
 - (b) Work is added 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.
- If the event such changes are made, the job or operation will be restudied at the earliest opportunity. Such changes must be real and not be used as a method of increasing or reducing production standards. The Company agrees not to reestablish the individual incentive system except by mutual agreement.

Amendments

66. Notwithstanding any of the provisions contained in this agreement, the parties by mutual consent may amend or delete from or add to this agreement.

67. No supplementary or secondary agreement or understanding as to the meaning, application or enforcement of any provision of this agreement shall be binding upon either the Union or the Company unless and until signed by duly authorized representatives of the Union and the Company.

Effective Date Duration

68. This agreement shall become effective as of the 16th day of May 1987 and shall continue in effect until midnight the 15th day of May 1990 and for yearly periods

thereafter until modified or changed by mutual consent or until terminated as hereinafter provided. Either party desiring to amend, modify or terminate this agreement shall give the other party written notice of such intention not more than seventy-five (75) days and not less than forty-five (45) days prior to the termination date of midnight May 15th, 1990, or of any yearly period thereafter. If notice of intention to amend or terminate is given by either party in writing prior to midnight May 15th, 1990, as above provided, negotiations shall commence not later than twenty (20) days after the date of such written notice, and if such negotiations do not result in an agreement prior to midnight May 15th, 1990, or any renewal date thereafter, then this agreement may be extended by mutual agreement between the negotiating parties for such further time as may be necessary to complete negotiations.

Duly executed by the parties hereto this

.....
LOCAL LODGE NO. 1804
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

- P. Rick
- F. Forbes
- D. Millard
- H. Barned
- D. Esson
- M. Blancher
- J. McConnell
- J. Nugent

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

- H.A. Lawrence
- J.B. McNamara

:

Memorandum of Agreement
APPENDIX 'A'

1. O.H.I.P., Extended Health Care and Dental Plan —
Company pay full cost for employee and dependents
first of the month after thirty (30) days employment.
2. Life Insurance with A.D. and D.
All employees — \$13,000.00 — Company pay full
cost. Effective May 16, 1988 — \$14,000; Effective
May 16, 1989 — \$15,000.
Paid up Life Insurance policy of \$ 1,000.00 on
normal retirement.
3. Weekly Indemnity
60% of average earnings up to the U.I.C. maximum.
Maximum indemnity twenty-six (26) weeks. Company
pay full cost.
Charges for completing W/I claim forms will be
reimbursed.
First day of accident (non-occupational).
First day of surgery performed in a hospital under a
general anaesthetic.
First day hospitalized. Eighth (8th) day illness.

This plan to be kept current from year to year.

4. (a) Probationary employees to be paid for statutory
holidays.
- . (b) Probationary employees covered for Life Insurance
first of month after thirty (30) days employment.
- (c) Probationary employees covered for O.H.I.P.
extended Health and Dental Plan, first of the
month after thirty (30) days employment.

LETTER OF INTENT

March 27th, 1974

Notwithstanding the conditions of eligibility in Section 42
and 44 wherein employees are required to have attained
six (6) months seniority to be eligible under the “Post and
Bid” and “Transfer”* procedure, the Company will
consider transfer requests from employees if they have

attained seniority, that is, if they have completed their: probationary period, provided they meet the conditions established in Paragraph 43.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

TECHNOLOGICAL CHANGE

During our 1984 negotiations the Company and the Union discussed technological change and the potential effect on employment.

It is understood that technological change to maintain the “state of the art” is desirable and necessary in order to improve productivity and remain competitive.

The Company will notify the Union as far in advance as possible on any decision to apply technology, automation or mechanization which may substantially change the method of operations.

The Company will make the necessary training available where practical for those employees effected who require training to do the job. This training may be conducted off site as necessary, however, it will be conducted in-plant during regular working hours where practicable.

HAYES-DANA INC.
WEATHERHEAD PRODUCTS

BILL 70 – Right to Refuse

