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# SPECIAL PROVISIONS PERTAINING TO ETOBICOKE CASTING PLANT

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## **ETOBICOKE – REPRESENTATION**

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### **REPRESENTATION**

#### **Paragraph 2.1 - Number and Function**

- (a) Notwithstanding the provisions of the current P&M Agreement, the following will be recognized and responsible for all activity concerning Representation at Etobicoke Casting Plant.

<b><u>Representative</u></b>	<b><u>Number</u></b>	<b><u>Designation</u></b>
President	1	Full Time
Chairperson	1	Full Time
Committeeperson	3	Part Time as required
Steward	3	Part Time as required
Health & Safety	1	Full Time
Benefits	1	Part Time 8 hours (one day/week)
<b>TOTAL</b>	<b><u>10</u></b>	

- (b) The responsibilities of these Representatives will include, but not be limited to, grievance activity, substance abuse, affirmative action and benefits and health and safety with one of the above Representatives to be an employee on a skilled trades classification.
- (c) During weekend and holiday overtime periods, work will be made available to the respective Representatives in their own jurisdiction provided the Representative is willing and able to perform.
- (d) When a Representative functions on a part time basis, the Representative will obtain prior approval of Supervision to leave the work area to present and investigate grievances. It is understood that this will occur without loss of time or pay. Such approval will be sought only in legitimate circumstances and Management will make reasonable efforts to

## **ETOBICOKE – REPRESENTATION**

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accommodate a timely release for Union activity discussed above.

- (e) This Agreement will commence immediately following ratification of the contract and remain in effect until the expiration of the Agreement.

### **SENIORITY**

#### **Paragraph 5.1 - Seniority Defined**

Seniority is by classification, group, department, and plant wide and as far as accumulation of seniority is concerned prior to the date of this Agreement, seniority shall be as presently recorded by the Company. Any reference to group in this Paragraph shall refer to groups as designated on the seniority list.

#### **Paragraph 5.2 - Seniority of Union Representatives**

Notwithstanding their seniority status:

- (a) Plant Shop Committee persons, Stewards, Health and Safety Representative and Benefit Plans Representative shall, in the event of a layoff, be retained or returned to work when work is available in their jurisdiction in the plant in which they are employed, provided they are able and willing to do the work being done at the time.
- (b) The Chairperson of the Plant Shop Committee and the President of Local 1459 shall, in the event of a layoff, be retained or returned to work when work is available in the plant in which they are employed, provided they are able and willing to do the work being done at the time.
- (c) The President of Local 1459 shall be assigned to the day shift.

#### **Paragraph 5.3 - Seniority of Employees Promoted to Salary**

An employee who transferred out of the bargaining unit or from a position subsequently included in the bargaining unit at any time prior to April 21, 1967, and who is thereafter transferred again to a position included in the bargaining unit, shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated as of April 21, 1967.

## **ETOBICOKE – SENIORITY**

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An employee transferred out of the bargaining unit after April 21, 1967, and prior to January 1, 2003, and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority the employee had accumulated immediately prior to the transfer out of the bargaining unit.

An employee transferred to a position included in the bargaining unit as provided above shall be transferred to the department in which the employee worked immediately prior to the transfer from the unit and shall displace the junior employee in that department. If that department no longer exists or if the employee's seniority does not entitle the employee to displace the junior employee in the department the employee shall, seniority permitting, displace the junior employee in the plant and shall enjoy seniority rights in all aspects according to the provisions of this Agreement. (c02)

### **Paragraph 5.4 - Shift Preference**

This will confirm that during our recent negotiations the parties agreed that the terms of the Shift Preference Agreement is not applicable to employees in classification 5905 Boiler Operator assigned to the Company's Power House operation. Employees in such classification will continue to rotate shifts as in the past.

## **ETOBICOKE – LAYOFF AND RECALL**

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### **LAYOFF AND RECALL**

#### **Paragraph 6.1 - Procedure - Other Than Skilled Trades Indefinite Layoff or Reduction**

- (a) In the event of a reduction in the number of employees in a classification other than a skilled trades classification:
  - (i) Probationary employees in the classification affected shall be the first to be removed from it and shall be laid off and thereafter employees will be removed from it in order of their seniority provided that the employees remaining are able to satisfactorily perform the work to be done.
  - (ii) A seniority employee removed from a classification on the basis of (i) above may replace the employee with the least seniority in the department provided that the employee's seniority permits the employee to do so and provided the employee is able to satisfactorily perform the work to be done.
  - (iii) A seniority employee removed from a department on the basis of (i) or (ii) above may replace the employee with the least seniority in the plant (provided that the employee's seniority permits) whose job the employee is able to satisfactorily perform.
  - (iv) In administering the above, exceptions may be made in proper cases by mutual agreement.
- (b) Recalls shall be on the basis of plant-wide seniority provided that the employee recalled is able to satisfactorily perform the work to be done.

#### **Temporary Adjustment or Reduction**

- (c) Notwithstanding the provisions of Subparagraph (a) and (b) above, in the case of a temporary reduction due to material shortages, machinery breakdown, power failure,

## **ETOBICOKE – LAYOFF AND RECALL**

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fire, flood or similar causes or due to temporary reduction of production in some departments only, for the first two (2) days including the day of the reduction, the Corporation may reduce the shift within the department according to the seniority of the employees on that shift, provided the employees to be retained are able to satisfactorily perform the work to be done, or if the Corporation so elects, for the balance of the shift and one (1) day the Corporation may retain the employees on the shift who normally perform the work to be done (the senior employee being given preference in cases where more than one (1) normal operator performs the work). Thereafter the reduction in the working force for each department so affected shall proceed according to the relative seniority of the employees in the department provided that the employees to be retained are able and willing to satisfactorily perform the work to be done. Recall to work following such a layoff shall be by department seniority provided the employee is able to satisfactorily perform the work to be done. The Corporation shall convert such layoff and recall from a departmental basis to a plant-wide seniority basis within fourteen (14) calendar days (unless otherwise mutually agreed) so that employees are thereafter, retained in or recalled to the plant in accordance with their seniority within the plant, provided however, they are able to satisfactorily perform the work to be done.

### **Temporary Layoff or Reduction**

- (d) When there is a temporary layoff, that is, a reduction in force for a definite period of time which is not a temporary adjustment, provided the employees to be retained are able to satisfactorily perform the work to be done; employees on each shift and in each department or such groupings of departments performing



## **ETOBICOKE – LAYOFF AND RECALL**

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substantially similar work as may be agreed upon locally will be laid off as follows

- (i) Probationary employees will be laid off.
- (ii) Employees with less than one (1) year of seniority will be laid off according to seniority.
- (iii) Employees with one (1) year or more of seniority will be laid off in the inverse or descending order of their seniority with the most senior employee being laid off first. They will be advised of the expected duration of the layoff and their scheduled return date. However, such employees may elect to remain at work and if able to perform the available work will be permitted to do so in the same seniority order up to the number of employees required.
- (iv) If the expected duration of the temporary layoff is subsequently extended to a later but definite date, employees laid off pursuant to Subparagraph (iii) above will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the extended period.  
An employee who elects to return on the originally scheduled date will displace the junior employee on the shift in the classification in the department.
- (v) (a) If it becomes necessary to recall employees laid off under Subparagraph (iii) above prior to the date originally planned, they will be recalled in the ascending order of their seniority with the most junior such employee on each shift in each classification in each department or group of departments being recalled first.  
(b) If, after employees are temporarily laid off under Subparagraph (iii), it is determined in

## **ETOBICOKE – LAYOFF AND RECALL**

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- a department or group of departments that the temporary layoff will be extended for an indefinite period of time, the workforce in the department or group of departments including those employees on temporary layoff will be adjusted within ten (10) working days in accordance with (a) above.
- (c) If the duration of a temporary layoff is expected to exceed ten (10) working days, the Local Union will be so notified. At the request of the Local Union, the Management will consider employees on all shifts in a department as being on one shift for purposes of this Paragraph 6.1. In a temporary layoff of such expected duration the Local Union may also request the Management to waive the Temporary Layoff provisions set forth in this Paragraph 6.1 and Management will reduce the working force according to the layoff provisions as set forth in Subparagraph (a) above. Either of such requests shall be made in writing within twenty-four (24) hours of the time the Union is notified of the layoff.

## **ETOBICOKE – TRANSFER AND PROMOTION**

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### **TRANSFER AND PROMOTION**

#### **Paragraph 7.1 - Transfer of Employees Within the Plant**

- (a) Employees who are reclassified or are transferred to another department in the plant shall carry to their new classifications or departments their respective accumulated seniority and shall enjoy seniority rights accordingly.
- (b) When a seniority employee is temporarily transferred to another classification or department at either the Company's or the employee's own request, the employee's seniority shall be applicable only in the former classification and department to which the employee was regularly assigned.
- (c) In cases of proposed permanent transfer of a seniority employee to another department within the plant, unless the proposed transfer is the result of failure on the part of the employee satisfactorily to perform the work required, the employee whom it is proposed be transferred may elect against the transfer. If such employee does not elect against the transfer, the employee shall be transferred accordingly and shall have no further claim upon any of the employee's former departments.
- (d) When operations being performed by employees covered by the Agreement are transferred from one department to another within the plant the Company will determine the number of additional employees, if any, the receiving department will need to perform the transferred operations and the senior employees on the operations so transferred may elect to the extent that they are required to be transferred to the receiving department.

#### **Paragraph 7.2 - Transfer of Operations Between Plants**

If any operations are removed to any of the Company's plants, an employee who is laid off as a direct consequence of the transfer of operations will be granted preferential work opportunity on the job in the new location, and, when

## **ETOBICOKE – TRANSFER AND PROMOTION**

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employed thereat, will, during the life of this Collective Bargaining Agreement, continue to receive the employee benefits to which the employee is entitled thereunder, such as: Ontario Health Insurance Plan, the Green Shield Health Care Plans, Sick and Accident Benefits, Life Insurance Benefits and Pension and Supplemental Unemployment Benefit Plan Benefits, if any. When any of the above mentioned services are unavailable in the new location the Company will provide for such employees, services as nearly equal as practicable to the corresponding benefits available at the time to employees in the Etobicoke Casting Plant.

### **Paragraph 7.3 - Job Posting**

- (a) For each job vacancy to be filled the Corporation will post a notice on the plant bulletin board stating the job classification, the department in which the vacancy exists, whether the job is shift or day work, the rate range, the date and the time that the notice was posted and the date and time of expiry. The notice shall be in force for two (2) working days and application shall be made within the said two (2) days.
- (b) Application forms will be available at the Personnel Department. The forms will be completed in duplicate and one copy, receipted by the Personnel Department, will be retained by the applicant.
- (c) Job vacancies need not be posted in cases where the vacancy is expected to last for a period of thirty (30) days or less.
- (d) The applicant with the greatest seniority shall be given the job provided that such applicant is able to satisfactorily perform the job. In the event that none of the applicants are able to satisfactorily perform the job, the Corporation shall use its discretion to fill the job. The Union will be advised.
- (e) Employees with less than six (6) months seniority may not apply for job postings.

## **ETOBICOKE – TRANSFER AND PROMOTION**

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- (f) Not more than a total of three (3) plant-wide postings will be made as a result of one (1) original vacancy and any other vacancies caused by filling such original vacancy.
- (g) An employee whose classification was changed as a result of a successful bid on a job posting may not bid on another job posting for a period of six (6) months from the date the Union is notified, unless the employee was subsequently removed from the classification to which the employee was moved as a result of such successful job posting.
- (h) Nothing in this Paragraph requires the Corporation to fill a job vacancy even though applications may have been received.
- (i) The successful applicant on a plant-wide posting will, except in unusual circumstances, be transferred to the new job within four (4) weeks of the date on which the employee was determined by the Personnel Department to be the successful applicant.
- (j) A successful applicant who has not moved within the designated 8 week period will have the option to remain in his/her original job classification, seniority permitting.

## **ETOBICOKE – WORKING HOURS**

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### **WORKING HOURS**

#### **Letter 8.1 - Overtime - Other Than Skilled Trades**

- (a) Overtime other than in the skilled trades will be evenly distributed when reasonably possible among those employees normally performing the work in each department on each shift. In the event an employee voluntarily misses a turn at such over-time the employee shall be considered as having worked this turn insofar as distribution of such overtime is concerned.
- (b) Temporary transfers will not be offered midweek overtime in their temporary classification until all employees on the shift, in that classification, have been offered overtime. In the case of weekend overtime, temporary transfers will not be offered overtime until all employees in that classification have been offered overtime.
- (c) An employee transferred to another classification, temporarily, due to lack of work will be considered as having overtime rights in the original classification. However, an employee transferred, permanently, will have the overtime hours adjusted to reflect the highest employee in the class, on the same shift.

## **ETOBICOKE – SKILLED TRADES**

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### **SKILLED TRADES**

#### **Letter 14.1 - Overtime - Skilled Trades**

- (a) It is agreed that overtime in the skilled trades shall be equally distributed as far as reasonably practicable, among employees in the same classification and in the same department provided they are able to satisfactorily perform the work to be done. In the event an employee voluntarily misses a turn at such overtime, the employee shall be considered as having worked this turn insofar as distribution is concerned.
- (b) Maintenance and Machine Shop employees will not be charged on the regular overtime list for overtime hours worked only during the annual one or two week plant vacation shutdown.

#### **Letter 14.2 - Annual Fee for Special Licenses**

The Company will pay, upon satisfactory proof, the Annual Fee for boiler operators.

### **SOURCING AND JOB SECURITY**

#### **Letter 17.1 - Review of Future Plans**

During the course of negotiations, the Union expressed their concern about the purchasing of certain dies and tools, as well as the sending out for repairs of other equipment such as pins and core pins, at the Etobicoke Casting Plant.

In view of these concerns, and due to the specialized nature of operations at this location, it is agreed that Plant Management will review with the Union on a quarterly basis its future plans in this regard.

The Union may raise as concerns any of the subject matters reviewed at such meeting and present their views as it affects employees at this location.



### **GENERAL**

#### **Letter 18.1 – Van Pool - Etobicoke Casting Plant**

On April 4, 1977, the Company initiated the Commuter Van Pool Program on a pilot basis for the use of its employees in order to alleviate parking space problems and to promote fuel conservation measures in these times of energy consciousness.

To date the program has been worthwhile as is evidenced by employee support and participation. As of this time, the Company intends to continue the program insofar as it remains economically and reasonably practicable to do so. The Company reserves the right to discontinue the program in the event the program becomes unfeasible

#### **Letter 18.2 - Statement of Policy No. 1 - Annual Inventory**

For physical inventories which have to be taken on an annual or more frequent basis the Company will select the employees required to perform this work on the basis of their experience in the plant, qualifications, and their ability to satisfactorily perform the work to be done and not necessarily on the basis of their seniority.

#### **Letter 18.3 - Memorandum of Understanding - Shift Preference**

This Agreement between Chrysler Canada Inc., Etobicoke Casting Plant (hereinafter referred to as the "Plant") and CAW Local Union No. 1459 (hereinafter referred to as the "Union"), is a supplement to the current Production and Maintenance Agreement.

#### **I**

Pursuant to the provisions of Section (5.6) of the Production and Maintenance Agreement the following provisions pertaining to shift preference have been agreed upon.

- (a) Employees shall be given their shift preference by classification according to their departmental

## **ETOBICOKE –GENERAL**

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seniority provided that full protection shall be given to the efficiency of operations at all times.

- (b) Employees shall make their shift preference known in writing to their supervisor, and assignments pursuant thereto shall be made on the second Monday of the quarter beginning January, April, July and October of each year. Notice with respect to submission of shift preference will be posted two (2) weeks in advance of such dates. All employees wishing a shift change must submit a written shift preference form indicating preferred shift.
- (c) When employees are assigned to a shift in accordance with their shift preference, they shall be required to remain on that shift for three (3) months. Exceptions may be made at the discretion of supervision on a fair and equitable basis, and in hardship cases.
- (d) When an employee is assigned to a shift which the employee would not otherwise select, the employee shall be advised by the Supervisor of the approximate length of time of the assignment. This time will be held to a minimum subject to conditions arising after the assignment.

## **II**

This Agreement shall supersede all prior agreements relating to shift preference between the parties hereto and shall run concurrently with the terms of the Production and Maintenance Agreement to which it is a supplement.