

MERGER AGREEMENT

between

CANADIAN TEXTILE AND CHEMICAL UNION
(hereinafter referred to as "CTCU")

and

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA**
(hereinafter referred to as "CAW")

PREAMBLE

WHEREAS Article III (4) of the CTCU Constitution provides for the authority of the CTCU National Executive Board to undertake the merger of the CTCU with any other Canadian union, subject to the approval of the Annual or Special Convention of the CTCU, which approval shall be by a two-thirds majority vote in accordance with Article V (4); and

WHEREAS by resolution of the CTCU National Executive Board in its meetings of January 17 and September 28, 1991, a Committee of National CTCU Officers was mandated to conduct exploratory merger talks with the CAW, and by a unanimous resolution of the CTCU National Executive Board in its meeting of November 23, 1991, to continue such talks to endeavour to reach acceptable terms of merger; and

WHEREAS the negotiated terms of merger were unanimously accepted by the CTCU National Executive Board in its meeting of March 31, 1992, and directed to the May 2, 1992 CTCU Convention for its approval; and

WHEREAS the CAW National Executive Board is empowered under Article 8 of the CAW Constitution to approve of such merger of another union into the CAW;

THEREFORE BE IT RESOLVED that upon the following terms of merger being signed by the officers so empowered on behalf of their respective National Executive Boards, the two unions shall be merged subject to such terms, on being approved by the Convention or Special Convention of the CTCU, and subsequent ratification procedures, if any, as determined by such convention of the CTCU, and by ratification by the CAW National Executive Board.

TERMS AND CONDITIONS OF MERGER

IT IS AGREED BY THE PARTIES TO THIS AGREEMENT THAT THE CTCU WILL MERGE WITH THE BECOME PART OF THE CAW AND BE GOVERNED BY THE CONSTITUTION AND BYLAWS OF CAW SUBJECT ONLY TO THE FOLLOWING PROVISIONS:

ARTICLE 1

It is recognized that the consolidation and amalgamation of the established CTCU Locals is both practical and desirable. Accordingly, on the effective date of the merger, all established Locals of the CTCU, namely Locals 501, 530, 590, 600, 610, 620, 630, 53 and 55, shall be amalgamated as one Amalgamated Local of the CAW, to be designated as CAW Local 40 or similar designation. A local union charter shall be issued by the CAW forthwith.

ARTICLE 2

The assets and records of all established CTCU Locals, namely Locals 501, 530, 590, 600, 610, 620, 630, 53 and 55, as well as the assets and records of the CTCU National Union, and including future assets destined to the Local,

shall flow through to the aforementioned successor CAW Local 40 and shall remain the property of said Local 40.

Likewise, any other rights bestowed by this merger agreement shall flow through to CAW Local 40.

The bargaining rights of the CTCU and its locals shall be transferred to the CAW National Union as of the effective date of merger.

ARTICLE 3

Upon issuance of said CAW local union charter, all members of the CTCU shall be granted automatic membership in the CAW, and as such, be entitled to all benefits, privileges and obligations of membership in the CAW.

ARTICLE 4

Notwithstanding any other provisions of this Agreement, it is agreed that within three months of the effective date of the merger, CAW Local 40 will apply dues of two hours monthly and start to pay monthly per capita payments to the National Secretary-Treasurer of the CAW, based on such dues. Within three months further, CAW Local 40 will apply dues of 2.33 hours monthly and start

to pay and continue to pay the regular monthly per capita payments to the National Secretary-Treasurer of the CAW.

ARTICLE 5

It is agreed that CAW Local 40 shall be entitled to maintain a modified dues formula for members regularly scheduled for less than twenty (20) hours weekly. Such dues shall be adjusted within the time periods referred to in Article 4 so as to be based on 1.5% of basic gross monthly earnings. Monthly per capita payments to CAW National Secretary-Treasurer for such members shall be calculated at the pro-rated equivalent for regular monthly per capita payments.

ARTICLE 6

It is agreed that within six months of the effective date of the merger, CAW Local 40 shall become a member of the Ontario Federation of Labour and appropriate Labour Council(s).

ARTICLE 7

It is agreed that the National Executive Board of the CAW shall exercise its good offices to negotiate with CAW Local 397 (Brantford) for the participation

of CAW Local 40's bargaining unit at Harding Carpets (Brantford), on the basis of observer or like status as well as the use of Local 397's union hall for meetings.

It is further agreed that two years after the effective date of the merger, CAW Local 40 may review the advisability of a further integration of said bargaining unit and CAW Local 397, subject to democratic debate and decision by affected CAW Local 40 members.

ARTICLE 8

It is agreed that the commitments undertaken by the CTCU on behalf of the members in its established Locals 55 and 620 are ongoing commitments and shall be maintained by the CAW, until a final resolve is reached, including liability for the costs of Labour Board proceedings, as previously incurred by the CTCU National Union. The commitments undertaken by the CTCU on behalf of its members in Local 53 (Windsor Arms Hotel) are also recognized by the CAW as ongoing commitments to be maintained by the CAW.

ARTICLE 9

It is agreed that the Table Officers and Executive Board members of the CTCU on the effective date of the merger shall remain in office until elections for CAW Local 40 positions can be conducted in conformity with the Constitution of the CAW, and with due notice to its members.

It is further agreed that the stewards and officers of established CTCU locals on the effective date of the merger shall remain in office until bargaining unit elections are conducted in conformity with the Constitution of the CAW and with due notice to bargaining unit members.

During such transitional period, all Table Officers, Executive Board members, stewards and local officers who so remain in office, shall continue to fulfil the responsibilities for which they were elected under the Constitution and bylaws of the CTCU, and to cooperate and assist in the adjustments necessary to fulfil the terms of this Merger Agreement.

The terms of this Article 9 also apply to those persons properly elected or appointed in replacement, due to retirement, death or termination.

ARTICLE 10

It is understood that CAW Local 40 will be responsible for the continuing employment or severance of any full-time officers and support staff after the effective date of merger, as finances permit. To ensure the continuation of satisfactory servicing for members of the local union, any changes in local staffing will be coordinated with the CAW National Union office.

ARTICLE 11

The CAW agrees to assign national staff representatives to work with CAW Local 40's bargaining units, in regular consultation with the Local's officers.

The CAW further agrees to ensure access by CAW Local 40 members and officers to the CAW's National Office support structure and staff of its departments for organizing, education, women, health and safety, research, legal and other resources, as well as assistance available from the offices of the President and Secretary-Treasurer.

It is understood that the CAW's support structure means that the services available will be at least equal to those enjoyed by CTCU members and officers before the merger.

ARTICLE 12

The CAW recognizes the CTCU's long-term and special commitment to organizing women workers, as well as immigrant and visible minority workers.

The CAW shares this commitment and attaches a particular priority to such organizing in the face of the changing make-up of the workforce and job market, most evident in large urban centres.

Accordingly, the CAW will ensure all reasonable assistance to CAW Local 40 to enable it to expand its membership in the sectors represented by the CTCU.

Further, the CAW agrees, in consultation with CAW Local 40 to survey appropriate City of Toronto locations during the three months following the effective date of merger, to secure, by lease or otherwise, an appropriate storefront type facility for a CAW Toronto Union Centre/Labour Centre. Such facility will be accessible by subway and in a location familiar to the focus communities. The facility will include sufficient space for meetings.

It is understood that the establishment of this Centre is practical and will enhance the CAW's vision of social unionism and commitment to organizing

the unorganized. Its purposes will include the enhancement of the CAW's social and political presence in English Canada's largest city, the building of stronger working relationships with Toronto non-profit community organizations, the extension of the CAW family to workers not often at home in the labour movement and the provision of a City of Toronto facility accessible to existing CAW locals.

The Centre, among other things, will facilitate popular education programs, which will be multilingual as appropriate and which will be open to the public as appropriate (for example, citizenship courses, service referrals, information library and film/speaker series on subjects such as women, racism and politics) and generally provide the opportunities of community outreach.

The CAW shall ensure appropriate staff/lost time/local discussion leader assistance for the Centre, as well as reasonable capital expenditures to suitably equip and supply the Centre.

It is agreed that CAW Local 40 will be given space in such facility and will work with the CAW National office, in particular its Women's, Organizing and Education Departments, to ensure the success of the Centre.

ARTICLE 13

It is agreed that during the first twelve months from the effective date of merger, as a transitional measure, the CAW National through its Education Department, shall arrange for and cover the expenses of a "New Unit Course" for elected officers and stewards of CAW Local 40. The design of the course shall be determined in consultation with the local's elected officers.

ARTICLE 14

While the underlying philosophies and structure of the CTCU are not dissimilar from those of the CAW, it is understood that reasonable flexibility will be required during the transitional period after the effective date of merger in order for CAW Local 40 to operate within its traditions and structure.

Accordingly, the Constitution and bylaws of the CTCU will be accepted for an interim period as the "bylaws" of the amalgamated CAW Local 40. The local will revise its "bylaws" as necessary to conform with the CAW Constitution within three years of the effective date of merger.

Notwithstanding the above, it is agreed that, upon request, CAW Local 40 will be entitled to retain a "division" for service worker units after such three year period.

CTCU membership in good standing is to be counted in determining eligibility for positions under the Constitution of the CAW and retired CTCU members will be afforded status as if they were CAW retirees as of the effective date of merger.

ARTICLE 15

The CAW recognizes the close relationship enjoyed by the CTCU with the Confederation of Canadian Unions and its affiliates, and accepts the maintenance of fraternal ties with these organizations.

ARTICLE 16

It is the purpose of this Article to affirm that acting under the authority vested in Article 8 of the CAW Constitution and Article III (4) of the CTCU Constitution, the officers of the two unions respectively agree to the terms of merger as presented in this merger document and verify that the merger will become effective on June 1, 1992, provided it is approved in accordance with the requirements of the CTCU Constitution prior to that date.

ARTICLE 17

Should any part of this merger agreement or any provision contained herein be rendered or declared invalid or unenforceable by a Board or Court of competent jurisdiction, such invalidation or declaration of unenforceability shall not invalidate the remaining parts and provisions thereof which shall remain in full force and effect.

ARTICLE 18

If any dispute arises from the interpretation of any part of this merger agreement, the President of the CAW and either the President or Executive Vice-President of CTCU at the date of merger, shall endeavour to settle the issue. Should the parties fail to reach an agreement on the issue, the matter will be referred to a mutually acceptable person to make a binding settlement on the issue.

ARTICLE 19

It is recognized by the parties that the transfer of CTCU bargaining rights to the CAW and all other transitional business of the CTCU can only take place after the date of merger is effected.

Therefore it is part of this agreement that the officers of the CTCU will continue to act on behalf of the CTCU until all affairs of the union have been accommodated and finalized.

DATED AT TORONTO, ONTARIO this _____ day of _____
1992.

FOR THE CAW

FOR THE CTCU

/rlopeiu343

CAW  TCA
CANADA

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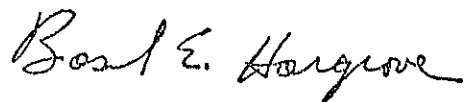
March 10, 1992

Ms. Laurell Ritchie
Executive Vice President
CTCU
133-1/2 St. Clair Avenue West
Toronto, Ontario
M6E 1C3

Dear Laurell,

As per our understanding during merger discussions between the CTCU and the CAW, should any issue arise with the current local unions of CTCU that cannot be resolved to the satisfaction of the local involved using the CAW Constitution, the CAW commits to allowing the exception to the Constitution, spelled out in the merger document between the CAW and CAIMAW.

In solidarity,



BASIL E. HARGROVE
Assistant to the President

BH:rl
opetu343

cc: **R. White**
J. O'Neil

