

# MERGER AGREEMENT

**B E T W E E N:**

**NATIONAL, AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)  
(hereinafter “CAW” or “CAW-Canada”)**

**AND**

**UNIFOR**

## **PREAMBLE**

**WHEREAS** CAW is a national trade union with members across Canada with a heritage and trade union antecedents of which it is justly proud;

**AND WHEREAS** CAW has always been aligned with progressive political forces;

**AND WHEREAS** CAW remains fundamentally committed to a permanent effort to organize the unorganized;

**AND WHEREAS** at a CAW Convention held on August 20-24, 2012, democratically elected delegates approved a resolution calling for the cooperative creation of a new Canadian Union based on the proposals set out in the CAW CEP Proposal Committee Final Report (August, 2012);

**AND WHEREAS** the Constitution of this New Union is faithful to the proposals of the CAW CEP Proposal Committee Final Report;

**AND WHEREAS** the terms of this Merger Agreement are also faithful to the proposals of the CAW CEP Proposal Committee Final Report;

**AND WHEREAS** the terms of this Merger Agreement have been approved by democratically elected delegates at a CAW Convention held on August 30 – September 1, 2013 and pursuant to Articles 7 and 8 and 9 of the CAW Constitution.

**AND WHEREAS** the CEP will enter into a Merger Agreement with Unifor on terms similar to this Merger Agreement.

**AND WHEREAS** Ken Lewenza, Peter Kennedy and Sylvain Martin of CAW are national officers of CAW authorized to execute this merger agreement; and \_\_\_\_\_ and \_\_\_\_\_ are similarly the national officers of Unifor authorized to execute this agreement.

**NOW THEREFORE** Unifor and CAW enter into this merger agreement as follows:

## **MERGER**

1. Unifor and CAW-Canada agree to merge pursuant to the terms of this merger agreement (the “Agreement”) upon ratification by both parties thereof on September 1, 2013, or, upon any other date upon which ratification by both parties may have been completed (the “Effective Date”). Accordingly, it is agreed that Unifor is the successor to the CAW-Canada, and that Unifor shall acquire the rights, privileges and duties of the CAW-Canada as of the Effective Date. All CAW-Canada Local Unions shall upon the merger, become Local Unions of Unifor. To the extent of any conflict between the Agreement and the Unifor Constitution, the Agreement shall govern.
2. Unifor shall forthwith, and as of the Effective Date, issue Unifor Charters to each CAW Local Union, and each of the Unifor Locals so continued (the “Unifor Locals”) shall, subject to the terms of this Agreement, become the successors to

the said CAW Local Unions; and each Unifor Local shall retain and acquire the rights, privileges, and duties of the respective CAW Local Union to which it has succeeded. All Unifor Locals shall retain their numeric designation save only for the substitution of the prefix Unifor; for example, CAW Local 222 will become known as Unifor Local 222. Should the charter number of new CAW and CEP Unifor Locals in Unifor be the same, the National Executive Board of Unifor in consultation with the Unifor Locals in question may assign a different numeric designation to each affected Unifor Local.

## **MEMBERSHIP AND GOVERNANCE**

3. All members of CAW, on the Effective Date of merger, shall automatically become members of Unifor, and shall have the same status and standing as they enjoyed in the CAW, and shall be entitled to all rights, privileges and benefits afforded by the Unifor Constitution, and this Agreement, without payment of any initiation fee. All members of a CAW Local Union shall remain and automatically become members of their respective successor Unifor Local on the Effective Date. On the Effective Date the Unifor Constitution shall be binding upon all members of Unifor, and Unifor Local Unions.
4. All CAW Local Union Officers shall, as of the Effective Date, continue to hold office in their respective Unifor Local under the provisions of the Unifor Constitution and Unifor Local Union By-Laws, and shall for all purposes be deemed to have been validly elected and to hold office provided that their term of office shall expire as though calculated under the CAW-Canada Constitution and Local Union By-Laws in effect when they were elected.
5. Except where this Agreement provides otherwise, the Unifor Constitution shall govern the affairs of Unifor Locals and shall define and regulate the relationship between Unifor Locals and Unifor.

6. Unifor Locals shall continue to be governed by the Local Union By-Laws of their predecessor CAW Local Union until such time as the Unifor Local's By-Laws can be modified in accordance with the Unifor Constitution, save that where a reference is made in such bylaws to the CAW such reference shall be changed to read or be deemed to read Unifor. This provision shall not extend beyond three years from the Effective Date, after which the By-Laws of the Unifor Local must conform in all ways to the terms of the Unifor Constitution.

## **PROPERTY**

7. Subject to paragraph 22 below, all of the real and/or personal property, including assets, cash, real estate, copyright, trademark, and records however held, and all rights, title and interest, either legal or equitable, to such property which is currently the property of the CAW, shall be transferred to and become the property of Unifor as of the Effective Date.
8. Any recovery or payment arising from any settlement or judgment of any Court or Tribunal owing to the CAW shall be transferred to and become the property of Unifor.
9. Subject to paragraph 22 below, all of the real and/or personal property, including real estate, trademark, copyright, assets, cash and records, and all rights, title and interest, either legal or equitable to such property which is currently the property of CAW Local Unions shall remain the property of Unifor Local Unions respectively, on the Effective Date.
10. As of the effective date, no liabilities incurred by CAW or its Local Unions shall be assumed by or become liabilities of Unifor and/or its Local Unions respectively unless otherwise agreed to by Unifor NEB.
11. Nothing in the Agreement shall affect the validity of any CAW National or Local Trusteed Group Health and/or Pension Plans, and their attendant plan and fund documents. All Trusteed CAW National or Local Union Group Health and/or

Pension Plans, will be maintained in effect in accordance with the terms of their plan and fund documents as appropriate in the circumstances. On or after the Effective Date the governance and control of such plans and funds, including but not limited to the appointment of trustees, administrators and employees, the retention of legal, actuarial, accounting, investment and other professional service providers, the investment and expenditure of assets and the determination of the contribution level and form and amount of benefits shall be transferred to and vested in Unifor, or the Unifor Local Union, respectively.

### **TRANSFER OF BARGAINING RIGHTS**

12. Any and all collective bargaining rights of CAW acquired by certification, recognition, the provisions of a collective agreement or by any other means, together with all rights and privileges of the CAW under any applicable statute, collective agreement or law, shall be automatically transferred to Unifor on the Effective Date.
13. Any and all collective bargaining rights of any CAW Local Union acquired by certification, recognition, the provisions of a collective agreement, or by any other means, on the Effective Date shall be automatically transferred to its successor Unifor Local Union together with all rights, and privileges of each such CAW Local Union under any collective agreement, statute or law.
14. As of the Effective Date of the merger, Unifor and/or its Locals shall assume all collective bargaining and representation rights and responsibilities previously held by the CAW and/or its Locals.
15. In the event any duly qualified lawful authority shall declare that any such bargaining rights have not been transferred to Unifor or a Unifor Local, such bargaining rights shall continue to be held by CAW or the CAW Local Union for the purpose of protecting and transferring to Unifor or the respective Unifor Local any such bargaining rights, and if necessary for the purpose of continuing the regulation of relations between employees and employers through collective

bargaining prior to the completion of transfer, with the intent that such bargaining rights do not lapse or become extinguished or are transferred to any entity other than a Unifor Local or Unifor .

16. Further to paragraph 15, CAW and such CAW Local Unions, if and as required, shall only remain in existence for these purposes and shall continue to be administered in accordance with the CAW Constitution and By-Laws to the extent required to preserve bargaining rights which are the subject of the Agreement. CAW and such CAW Local Unions shall administer the collective agreement(s), if any, and otherwise conduct themselves as bargaining agent for and on behalf of those persons affected until the Unifor Local and/or Unifor has acquired the bargaining rights in question according to applicable law.

#### **TRANSITIONAL AND STAFFING ARRANGEMENTS**

17. Unifor shall be responsible for the employment relationship which has succeeded between it and former CAW staff, clerical and/or support staff, and likewise, the Unifor Locals shall be responsible for the employment relationship which has succeeded between them and their staff, clerical and support staff, respectively. Unifor shall adopt and respect the seniority dates of former CAW and CEP staff and/or support staff as they were established under the relevant prior CAW and CEP staff and/or support staff collective agreements.

#### **CONSTITUTION**

18. The Constitution of Unifor shall be as set out in the Attachment "A" to this Agreement.
19. The merged Union will be named "Unifor".
20. Subject to paragraph 10 above, upon termination of the separate existence of the CAW, Unifor and/or its Local shall be substituted for the CAW and/or its Local as a party to any suit, action, or proceeding in which the CAW and/or its Local Union may then be a party and in any order then outstanding in their favour, as if Unifor

and/or its Local had originally been such a party or been named in such order, and the officers and Executive Boards of the CAW shall execute any transfer, deed, authorization, release, document, or other instrument or take any other action necessary to effect such purpose.

21. Beginning with the first full month after the Effective Date, the Unifor Locals will start and continue to pay the regular dues payments, all pursuant to the Constitution of Unifor.

### **TRANSITIONAL AUTHORITY**

22. The transfer of CAW's bargaining rights and other rights, privileges and duties under any applicable labour relations statutes shall occur, or be deemed to have occurred, on the Effective Date of the merger as set out above. However it is recognized by the CAW and Unifor that the transfer of real property, physical assets, financial records and affairs, and other matters involving the CAW, as herein provided for, may be delayed until after the Effective Date. Any such transfers, or other matters, shall take place as soon as possible after the Effective Date, and the parties acknowledge that the officers of CAW as they exist immediately prior to the Effective Date, may continue to act after the Effective Date, as may be needed, in order to facilitate the transfers and other matters referred to in this Agreement until all such transfers and other matters have been finalized.

### **Invalidation**

23. If any part of this Agreement is found to be invalid or unenforceable by a Board or Court of competent jurisdiction, such invalidation or declaration of unenforceability shall not invalidate or make unenforceable the remaining parts which shall remain in full force and effect.

24. If any dispute arises from the interpretation of any part of this Merger Agreement the President of Unifor shall settle the issue.
25. The terms "Local", "Local Union" in this Agreement are synonymous and include a subordinate body of the CAW-Canada, or a subordinate body of Unifor, as applicable in the context.

Dated at Toronto this \_\_\_\_ day of \_\_\_\_\_, 2013

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