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EFF.	88	05	29
TERM.	91	05	31
No. OF EMPLOYEES	250		
NOMBRE D'EMPLOYÉS	li		

between

HUDSON BAY DIECASTING LIMITED

-and-

**NATIONAL AUTO WORKERS
LOCAL 1285**

May 29, 1988

DEC 19 1988

May 31, 1991

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AGREEMENT

between

HUDSON BAY DIECASTING LIMITED

-and-

**NATIONAL AUTO WORKERS
LOCAL 1285**

May 29, 1988

May 31, 1991

COLLECTIVE AGREEMENT

Between:

HUDSON BAY DIECASTING LIMITED

hereinafter designated as "the
Company" of the FIRST PART

-and-

THE NATIONAL UNION
AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF CANADA (CAW)

hereinafter designated as "the
Union" of the SECOND PART

ARTICLE 1 -GENERAL PURPOSE

1.01 The purpose of this Agreement is to provide a lawful and orderly collective bargaining relations between the Company and its employees to secure prompt and fair disposition of grievances and to maintain fair wages, hours and working conditions for the said employees.

ARTICLE 2 - BARGAINING AGENCY

2.01 The Company recognizes the Union as the sole collective bargaining agency for all of its employees at Brampton, Ontario, save and except foremen, persons above the rank of foreman, office and sales staff.

ARTICLE 3 - RESERVATIONS TO MANAGEMENT

3.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off employees and to suspend, discharge and otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

3.02 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plant and to determine the products to be

manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.

3.03 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provision of this agreement.

ARTICLE 4 • STRIKES AND LOCKOUTS

4.01 The parties agree that there shall be no strike or lockout during the term of this agreement as defined in The Ontario Labour Relations Act.

ARTICLE 5 -UNION SECURITY

5.01 During the life of this agreement, employees who were members of the Union on July 22, 1974, shall continue their membership in the Union, and shall sign the "authorization for dues deduction form"

5.02 Every **employee** covered by this agreement shall, as a condition of continuing employment, pay to the Union, and amount of monthly dues as provided for in the Constitution of the Union. One initiation fee shall be deducted in accordance with the Union Constitution. The Company will transmit, to the authorized representative of the Union, the total deductions from the pay of all **employees, who have submitted authorization on the following form:**

"I hereby authorize Hudson Bay Diecasting Limited to deduct from **my** pay, on the first pay period of **each** month, the amount of **monthly dues and** initiation fee as provided for in **the Constitution** of the Union. This authorization is to continue **for the** life of the collective bargaining agreement."

ARTICLE 8 • NO DISCRIMINATION

6.01 The Company agrees that it will not discriminate against employees in respect to their training, upgrading, promotion, transfer, layoff, discharge, or otherwise because of race, creed, colour, sex, national origin, or because of membership in the Union.

ARTICLE 7 • WORK LIMITATIONS

7.01 Employees not included in the bargaining unit shall not perform work normally assigned to the employees in the bargaining unit except in the case of instruction or training of employees, experimentation and tooling development, or in an emergency where no qualified bargaining unit employee is available.

7.02 Letter to all supervision

Dear

This letter is to advise that you as a supervisor are not permitted to perform any work normally performed by any member of the bargaining unit except as provided for in article 7.01 of the Collective Agreement.

We wish to further advise that supervisors will receive a warning letter recording their contravening article 7.01, after which the union may process a grievance for further violation and disciplinary action will be necessary on the part of management.

Yours truly,
Plant Manager.

ARTICLE 8 • UNION REPRESENTATION

8.01 The Union may appoint or elect a Shop Committee composed of three (3) employees, one of whom shall be Chairman. The Company will recognize an alternate for the purposes of representation on any shift when the regular committeeman is absent from the plant.

8.02 The Company shall recognize and bargain with this Committee on all matters arising out of the interpretation and application of this Collective Agreement.

8.03 The Company agrees that employees will suffer no loss of pay for time spent in grievance processing and bargaining during regular working hours.

8.04 Committee members, for the purpose of representation shall be retained at work regardless of seniority, so long as there is work that they are willing and able to do. During any temporary lay-off of up to two weeks duration, resulting in a work force of less than 20 employees, only one Union Representative would be required. The committee person or an alternate, providing he or she meets the above conditions, shall be appointed by the plant chairperson.

8.05 New employees will be introduced to the members of the plant Committee before starting work with the Company.

8.06 The Committee will be informed of any employee being discharged or **idisciplined** prior to action being taken, and allowed contact with said employee.

Employees who are discharged prior to the **expiry** of the probationary period Will be advised of **the** reason for dismissal, as will the Committee Chairman.

8.07 The President of the Local Union, under the Constitution of the National Union, is an **ex officio** member of all committees. The Company agrees to recognize him as such and the Local Union President shall be permitted to attend all meetings of management on all matters arising from the provisions of this agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 All grievances shall be dealt with and disposed of as hereinafter provided.

9.02 Any employee having a grievance shall first discuss it with his committeeman. The grievance shall be discussed orally with the supervisor concerned and the parties involved shall endeavour to equitably resolve the issues in dispute.

If the grievance is not resolved in this manner within two days, it may be presented in writing on a form provided for that purpose, and presented to the Supervisor. The Supervisor will render a decision in writing no later than the day following the presentation of the written grievance.

9.03 If the Supervisor's decision is not satisfactory to the aggrieved, the grievance may be presented by the Shop Committee to the Management to be taken up at the first meeting arranged between Management and Committee. Management shall render its decision in writing within two working days following the meeting. Meetings shall be arranged between Shop Committee and Management at the request of either party. At any meeting with the Management, the Committee may have present any employee involved in a grievance.

9.04 If the decision of the Management is not satisfactory to the employee concerned, the parties to the grievance shall agree upon an arbitrator, to whom the matter will be immediately referred for arbitration forthwith. In the event that the parties cannot agree within ten days, the Minister of Labour for Ontario will be requested to appoint an Arbitrator.

9.05 A discharged employee, before leaving the plant, shall be given an opportunity to explain the circumstances of the case to his committeeman. A discharged employee may present a grievance in writing, either direct or through the Plant Committee to Management, within forty-eight (48) hours of discharge, and Management will negotiate the grievance respecting such discharge and render a decision within forty eight (48) hours after its receipt. If the decision of the Management is not satisfactory, the grievance may be referred to arbitration as herein provided.

9.06 In the proceedings of negotiations with the Management, the Plant Committee may be represented by duly accredited representatives of the Union.

9.07 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement, nor to deal in any matter not covered by this agreement. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.

9.08 Each of the parties hereto will share equally the expense of the arbitrator.

9.09 The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 10 • SENIORITY

10.01 An employee shall acquire seniority after sixty (60) calendar days with the Company in any twelve (12) month period of continuous or intermittent employment. An employee's seniority date shall be established sixty (60) calendar days prior to the day he completed his probationary period.

10.02 During any layoff, employees with the least amount of seniority shall be laid off first.

10.03 When recalls are made following a lay off, employees shall be recalled in the reverse order to which they were laid off.

10.04 Seniority shall be broken for any of the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged, his discharge is not reversed through the grievance procedure.
- (c) If the employee fails to answer a recall within three (3) working days of receipt of a registered notice to report for work; such notice to be mailed to his last recorded address with the Company.
- (d) If the employee is absent from work for more than three (3) working days without furnishing a reasonable excuse to the Company.
- (e) If an employee is laid off for a thirty-six (36) month period.

10.05 Employees will be given as much notice as possible prior to any layoff consistent with and not contravening the labour laws of the province of Ontario.

10.06 Seniority will be given in any classification, except "Tool and Diemaker", "Millwright Maintenance" and "Electrician", to an employee who has worked forty-five (45) days in the classification in a six (6) month period.

10.07 Any "Tool & Diemaker" employee employed by the Company must be qualified to the U.A.W. Skilled Trades Standards. Any "Electrician, Millwright Maintenance, Millwright Maintenance B" employed by the Company must have a journeyman's card. Present employees excluded.

10.08 Any Union employee accepting a staff position shall retain his Union seniority for a period of twelve (12) months. In the event of a layoff such employee could bump back into the job he left.

10.09 The Company will provide the Union with an updated seniority list each three (3) months.

ARTICLE 11 - PROMOTIONS AND TRANSFERS

11.01 It is the policy of Management to co-operate in every practical way with employees who desire transfer to new positions or vacancies.

11.02 New jobs and/or vacancies shall be posted on the bulletin board for two (2) working days. Employees wishing to bid on these jobs may do so within **two (2)** working days. The **job shall** be awarded to the most senior applicant having the fitness and ability to do the job, but if no applicant has the fitness and ability, the Company may fill the job with the most senior employee who does not hold a Job, having the fitness and ability. It is understood the Company may fill the job on a temporary basis during the period of postings. There shall be only one posting in respect to each vacancy.

11.03 When an employee is temporarily transferred at the Company's request to do a job classification other than his own, he will retain his own classification rate or the rate of the new classification, whichever is higher.

11.04 When an employee is transferred due to lack of work to a job classification other than his own, the employee's rate will be adjusted to that applicable to the rate for the new job classification after two (2) working days.

When an employee is transferred to a higher classification, his ~~rate will be adjusted to the rate of the new classification.~~ If an employee is not competent in the new position after a two week trial (lead hands = {4} four weeks) the usual procedures will be followed.

11.05 When an employee is transferred to a job classification other than his own and at the employee's request, the employee's rate will be adjusted to that applicable to the rate for the new job classification at the time of the transfer.

11.06 The Company agrees that employees will be retained in their own classification wherever possible. The switching of jobs will be kept to a minimum. For temporary transfers the junior person **knowing the job or the most junior person** if nobody knows the job will be moved to the temporary job for up to five (5) days.

Should coverage on a job be required after five (5) days the Company must seek volunteers from amongst those employees knowing the job, if there are no volunteers then the most junior person will be placed on the job.

Rates of pay for promotions and transfers will be as follows: The **60** day rate will apply upon promotion or transfer to seniority employees having no experience on the new job. The **90** day rate will apply upon promotion or transfer to seniority employees who have ~~experience on the new job.~~

Notwithstanding the above, the **90** day rate will apply at the time the employee fulfills the normal requirements of the job.

11.07 Any temporary work extending beyond thirty (30) days shall be subject to the job posting provisions of this Agreement, unless the time is extended by mutual agreement.

Time spent on a job due to a temporary transfer will not provide the employee with seniority in that classification. Provision of article **10.06** will not apply in the case of a temporary transfer.

ARTICLE 12- HOURS OF WORK

12.01 The regular hours of work shall consist of ~~five~~ 8 hour days Monday through Friday, and shall be worked as follows: First Shift, 7:00 a.m. to 3:30 p.m. with half (1/2) hour lunch period; Second Shift, 3:30 p.m. to 12:00 a.m. with half (1/2) hour lunch period. In the event the Company schedules a Third Shift, the Company will provide a paid 20-minute lunch period for all three Shifts. Any change in the present established shift hours will be discussed with the Shop Committee in advance of such shift change.

12.02 Any work performed in excess of the regular working day shall be considered as overtime and shall be paid for at the rate of time and one-half. All work performed on Saturday shall be paid for a time and one-half. All work performed in excess of twelve hours when twelve or more consecutive hours are worked in a twenty-four period shall be paid for at the rate of double time.

12.03 All work performed on Sunday and recognized Holidays shall be paid for at the rate of double time.

12.04 All overtime shall be equitably distributed among those employees normally performing such work and who are willing and able to perform the work to be done. Records will be openly displayed in the department so that employees may check their standing.

The following rules shall apply for overtime selection:

- (a) Overtime hours each January 1st shall be reset to zero hours
- (b) Employees shall be charged with actual premium hours. For example 1-1/2 hours for 1-1/2 time premium, 2 hours for 2 times premium.
- (c) ~~Employees absent for any reason will be charged the~~ hours they would have been offered had they been at work.

ARTICLE 12 - HOURS OF WORK (cont'd)

- (d) **When a newly hired employee comes into a group he will be placed at the highest hours of the group.**
- (e) **When an employee changes classification he will be placed at the highest hours of the group.**
- (f) **When hours are equal in a group the selection shall be by seniority. If an improper selection is brought to the attention of the Supervisor before the overtime occurs and it is not corrected then the employee will be paid. In other situations where an employee is overlooked and brings this to the attention of the Company in writing he will be provided with an opportunity to make up those hours. An employee will be faced with only one make up opportunity each calendar year. Further instances will require the employee to be paid.**
- (g) **All overtime will be charged to the employee regardless of department, e.g. supplementing another department.**

12.05 Those employees working on the second or afternoon shift shall receive a premium of **30** cents per hour. Those employees working the third shift shall receive a premium of **35** cents per hour.

12.06 Employees who report for work and for whom regular work is not available will be required to complete **four(4)** hours of work such as is available, **for which they will receive their regular hourly rate as** applicable. In the event of no work being available, the employee so affected may leave the Company's premises but will be allowed **four (4) hours' pay at regular rate, unless lack of work is caused** by inability of the Company to operate through no fault of its own such as storms, power failure, or other Acts of God, in which case no allowance for **loss** of work will be made.

12.07 An employee who is called in to work at a time other than his **scheduled work time** will be paid at one and one half (1-1/2) times his regular rate, two (2) times his regular rate for Sunday and Statutory Holidays, for worked hours, and the balance up to **four (4)** hours at his regular rate.

ARTICLE 13 • PAID HOLIDAYS

All seniority employees will be paid at their regular rate of pay for each of the following holidays:

	1988/1989	1989/1990	1990/1991
Canada Day	July 1	July 3	July 2
Civic Holiday	August 1	August 7	August 6
Labour Day	Sept. 5	Sept. 4	Sept. 3
Thanksgiving	Oct. 10	Oct. 9	Oct. 8
Christmas Period	Dec. 23	Dec. 25	Dec. 24
	Dec. 26	Dec. 26	Dec. 25
	Dec. 27	Dec. 27	Dec. 26
	Dec. 28	Dec. 28	Dec. 27
	Dec. 29	Dec. 29	Dec. 28
	Dec. 30	Jan. 1	Dec. 31
	Jan. 2	Jan. 2	Jan. 1
Good Friday	March 24	April 13	March 29
Victoria Day	May 22	May 21	May 20

13.02 Any employee required to work any paid Statutory Holiday shall receive two (2) times the hourly rate in addition to the holiday pay herein provided

13.03 To qualify for holiday pay'

- (a) An employee must have worked on his scheduled work day prior to, and on his scheduled workday following such holiday, unless excused for unavoidable lateness or excused in writing by his Supervisor.
- (b) Employees on vacation will receive holiday pay plus an additional day or days holiday.
- (c) Employees absent due to an accident resulting from employment by the Company will receive holiday pay.

13.04 Employees absent from work because of layoff due to lack of work, sick leave, or approved leave of absence because of compassionate reasons, will receive holiday pay if otherwise eligible, provided:

- (a) The employee has worked during the week prior to, or during the week in which the holiday falls.
- (b) The employee returns to work on his scheduled work day following the holiday.

These qualifications cover the entire Christmas period

ARTICLE 14 - VACATIONS WITH PAY

14.01 The vacation year shall be from July 1st to June 30th during the term of this agreement.

14.02 Employees having less than one year's seniority as of June 30th shall receive vacation pay in accordance with "The Employment Standards Act".

14.03 Employees with more than one year's seniority as of June 30th shall receive vacation with pay as follows:

1-3 yrs. -2 wks. -4% or 80 hrs. pay whichever is greater.
3-5 yrs. -2½ wks. -5% or 100 hrs. pay whichever is greater.
5-7 yrs. -3 wks. -6% or 120 hrs. pay whichever is greater.
7-9 yrs. -3½ wks. -7% or 140 hrs. pay whichever is greater.
Over 10 yrs. -4 wks. -8% or 160 hrs. pay whichever is greater.
Over 15 yrs. -4½ wks. -9% or 180 hrs. pay whichever is greater.
Over 20 yrs. -5 wks. -10% or 200 hrs. pay whichever is greater.
Over 25 yrs. -5½ wks. -11% or 220 hours pay whichever is greater.

All the above are providing the employee has worked 1300 hours in the vacation year. If the hours worked are less than 1300, the percentage will apply.

14.04 Any employee receiving vacation pay based on hours, will have added to his hourly rate, for the purpose of calculating his vacation pay, the weighted average of the C.O.L.A. during the vacation year.

14.05 After January 1 of each vacation year an employee whose accrued vacation entitlement at the date of his proposed vacation is greater than two (2) weeks, may receive up to two (2) weeks vacation pay in advance. To qualify for payment an employee must give at least one (1) month's notice of his vacation.

14.06 The plant vacation shut-down notice will be posted by May 1 each year and subject to change only in exceptional circumstances. Where the vacation schedule is changed, an employee who provides documentation supporting prepaid travel and accommodation commitments will be permitted to take his vacation as planned during the originally published shut-down period.

ARTICLE 15 - INJURY ALLOWANCE

15.01 Employees who are injured at work, and are unable to continue at their job or at other work considered suitable, shall be paid at their regular earnings for the balance of the shift on which the injury occurs

ARTICLE 16 - REST PERIODS

16.01 Employees shall be allowed a rest period of ten (10) minutes each half shift. The time of this rest period to be determined by management, but so that it will be approximately in the middle of each shift. Rest periods will be staggered by Department so as to relieve the congestion in the cafeteria.

ARTICLE 17 - WASH-UP PERIODS

17.01 The Company will allow a period of five (5) minutes for the purpose of washing up, putting away tools and cleaning the immediate job area prior to the end of each 6-hour shift.

ARTICLE 18 - HEALTH AND SAFETY

18.01 The Company will maintain adequate sanitary arrangements throughout the plant, provide proper safety devices, and agree to eliminate conditions which are or may be a hazard to the health or safety of employees. The Company will provide protective equipment and clothing where needed. No employee shall be required to operate or use any machine, tool or die that is not in safe working order.

The Health and Safety Committee shall consist of six (6) members, three (3) shall be selected from the Union and three (3) from the Company.

Provision will be made for the National Union Health and Safety Representatives to inspect the plant quarterly, if desired. Two (2) weeks advance notice is to be given to the Company. The

ARTICLE 19 - LEAVE OF ABSENCE (cont'd)

19.02 An employee with nine (9) or more months' service will be granted leave of absence for maternity purposes subject to the following conditions:

- (1) Such employee will apply for leave of absence not later than four (4) months prior to the expected date of confinement.
- (2) Employees are encouraged not to remain at work after their sixth (6th) month of pregnancy. Any employee working **after the sixth (6th) month** must furnish weekly a Doctor's **certificate stating she** is fit to perform her normal duties.
- (3) Such leave shall be for a period of six (6) months, commencing not later than one (1) month prior to the expected date of confinement.
- (4) Before returning to work the employee must provide the Company with a doctor's certificate stating she is fit to perform her normal duties.

19.03 Leave of absence with seniority accumulating will be granted from year to year to employees accepting a full time position with the National or Local Union. In addition, a reasonable number of employees will be allowed leave of absence to the Company in writing. The Company will not unreasonably refuse leave of absence to committee members for proper cause in connection with affairs of the Local union:

19.04 The Company agrees to pay into a special fund one cent (1¢) per hour per employee for all hours worked for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the **employee's skills in all aspects of Trade Union** functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, **C.A.W.**, and sent by the Company to **205 Placer Court, Willowdale, Ontario, M2H 3H9**.

The **Company further agrees** that a member of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 20 • GENERAL PROVISIONS (cont'd)

20.05 Upon the establishment of a classification not shown in this agreement, the Company will notify the Union of such. It is understood that new classifications will be subject to negotiation between the Company and the Union and will be subject to the grievance procedure.

20.06 The Company agrees to provide each employee in the bargaining unit with a printed copy of the Collective Agreement within a reasonable time of the signing of this agreement.

20.07 The Company agrees to distribute pay cheques in sealed envelopes.

Payday shall be Wednesday for the Afternoon and Midnight shifts and Thursday for the Day shift whenever possible.

A short payment to an employee of \$50.00 or more will be made up to the employee within two (2) working days.

20.08 The Company will pay \$150.00 to current retirees at Christmas time.

20.09 If there is a classification dispute on a new job the Union will have the right to use the grievance procedure.

ARTICLE 21 • EMPLOYEES' WELFARE PLAN, PENSION PLAN,
GROUP INSURANCE, HOSPITAL PLAN, MEDICAL AND
SURGICAL CARE

21.01 The schedule of benefits will be in accordance with Appendix "B" attached hereto

21.02 ESTABLISHMENT OF PENSION PLAN

(a) The Company established a pension plan, a copy of which is attached hereto as Appendix "C", and made a part of this Agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter for the purpose of providing retirement benefits to employees of the Company represented under this collective bargaining agreement. In the event of any conflict between the provisions of the Plan and the provisions of

21.02 ESTABLISHMENT OF PENSION PLAN (cont'd)

this Agreement, the provisions of this Agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict.

(b) The effectiveness of the Plan and this Article are both contingent upon and subject to obtaining and retaining such approval of the Minister of National Revenue as the Company may find **necessary to establish the deductibility for income tax purposes** of contributions made by the Company under the Plan and the tax exempt status of the Trust Fund under applicable provisions of the Income Tax Act or any other applicable tax laws, as now in effect or hereafter amended or enacted. The agreement to establish and maintain the Plan as herein provided is also subject to the requirement that the plan is accepted for registration under the Pension Benefits Act of the Province of Ontario and any other applicable laws now or hereafter enacted and that such acceptance and registration is continued thereafter.

(c) The pension benefit is **\$13.00** per month per year of service to May, 1986, **\$14.00** to 31 May, 1987, **\$15.00** to 31 May, 1988, **\$16.00** to 31 May, 1989, **\$17.00** to 31 May, 1990 and **\$18.00** for each year of service after June 1, 1990.

21.03 APPOINTMENT OF TRUST COMPANY OR INSURANCE COMPANY

The Company shall have the sole right to appoint for the purposes of the Plan a trust company or companies and/or an insurance company of companies (hereinafter referred to as the "Trustees"). A trust company so appointed shall be incorporated under the laws of Canada or any province thereof and shall be qualified to operate thereunder as a trustee, and an insurance company so appointed shall be licensed under the laws of Canada and qualified thereunder to operate as an insurance company. The Company shall execute a trust agreement with any such trust company and/or enter into a contract with any such insurance company. The appointed trust company and/or insurance company shall receive and hold contributions payable by the Company and have the right under the terms of the trust **agreement and/or contract** to invest and **reinvest** the monies it holds for the purposes of the Plan. All monies held by the Trust company and/or insurance company shall jointly constitute a single fund (herein referred to as the "Trust Fund") for the purposes of the Plan.

21.04 FINANCE

(a) The Company shall finance the Plan by contributions as set forth in Article IX of the Plan; provided, however, that during the period of this agreement contributions with respect to the Plan shall not be less than

- (i) The amount of the "current service" or "normal cost", and
- (ii) The amount which, when applied to the unfounded present value cost attributable to prior service, would amortize such cost in accordance with the provisions of The Pension Benefits Act 1965 (Ontario), and
- (iii) The amount which would amortize any experience deficiencies in accordance with the provisions of The Pension Benefits Act, 1965 (Ontario).

(b) If the Company, during the period of this Agreement contributes amounts in addition to the amounts required by paragraph A above: such additional amount may be considered by the Company as advance contributions to the Plan for the purpose of said paragraph A and shall not be construed as reducing the aforesaid maximum funding period. The Company shall not be obligated to make additional payments to the Trust Fund to make up deficiencies in any year caused by depreciation of value of the securities in the Trust Fund resulting from abnormal conditions, except as may be required under the provisions of The Pension Benefits Act, 1965 (Ontario).

21.05 ADMINISTRATION

The Company shall have sole responsibility for the administration of the Plan

21.06 CREDITED SERVICE FOR UNION LEAVE OF ABSENCE

Service for pension purposes after September 30, 1972, shall be credited as defined in the Plan except an employee who shall be absent from his work pursuant to a leave of absence granted by the Company for Union business shall receive credit at the rate of forty (40) hours per week while on such leave.

21.07 AUTOMATIC RETIREMENT

An employee shall be retired under the Plan as of the first day of the month following his sixty-fifth birthday, except as provided in the Plan.

21.08 The Company will provide each employee in the bargaining unit with a copy of The Pension Plan.

ARTICLE 22 - JURY DUTY

22.01 Each employee who is summoned to and reports for jury duty or is a subpoenaed witness, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Company the difference between the employee's regular straight time hourly rate (that is, his regular hourly wage rate but excluding shift premiums) for the number of hours up to 8 that he otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). The Company's obligation to pay an employee for jury duty under this section is limited to a maximum of 60 days in any calendar year.

ARTICLE 23 - BEREAVEMENT PAY

(a) When death occurs in an employee's immediate family (that is, current spouse, parent, parent of a current spouse, child, brother or sister, grandparents, grandchildren, step parent-in-law, stepchild, step sister, step brother, son-in-law, daughter-in-law) the employee, on request, will be excused for a maximum of three (3) regularly scheduled working days within a seven (7) day period of the date of death for the express purpose of arranging or attending a funeral.

(b) An employee excused from work under this section shall receive up to three (3) days' pay based on eight (8) hours per day at his regular hourly rate for time lost.

An employee who is excused from work under this section to travel to a funeral outside the country shall be provided with a leave of absence for a reasonable period of time and shall receive up to three (3) days' pay for time lost, on Company approval.

At request, an employee will be excused for one (1) regularly scheduled work day in the event of the death of their brother-in-law, sister-in-law, or grandparents-in-law.

ARTICLE 24 - PLANT CLOSING LANGUAGE

24.01 A memorandum of agreement regarding plant closing will be negotiated and signed as a rider to this agreement. Included in the language will be the provision of one weeks pay for each year of service to a maximum of ten weeks

25.01 This agreement shall become effective as of May 29, 1988 and shall remain in effect until May 31, 1991.

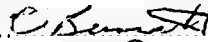
This agreement is hereby duly executed this 18th day of May, 1988 at Brampton, Ontario.

SIGNED ON BEHALF
OF THE COMPANY:

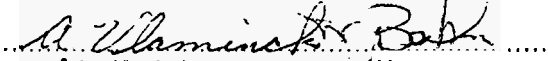


W. M. Boustred

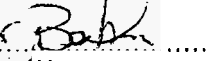
SIGNED ON BEHALF
OF THE UNION:



C. Benner



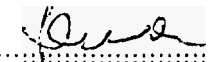
A. A. Ylaminck



M. Barker



M. Spencley



A. Ferron



T. Gorman



R. Pellerin

APPENDIX "A"

Effective May 29, 1988

	Starting Rate	60 Day Rate	90 Day Rate
Tool & Die Maker	15.68	15.84	16.00
Apprentice-as per U.A.W. Scaled From			16.00
Millwright Maintenance	14.99	15.15	15.31
Electrician	14.99	15.15	15.31
Plating Technician	14.33	14.50	14.65
Waste Treatment Technician	13.90	14.07	14.22
Metal Man	14.18	14.32	14.49
Operator A	14.18	14.32	14.49
Operator/Trimmer	14.05	14.22	14.37
Polisher	13.99	14.15	14.30
Buffer	13.99	14.15	14.30
Clerk	13.93	14.10	14.25
Painter	13.90	14.07	14.22
Millwright Maintenance B	14.09	14.26	14.41
Trimmer	13.86	14.03	14.16
Material Handlers. Shipping	13.86	13.96	14.08
Material Handlers	13.59	13.71	13.81
Sweeper. General Labour	13.44	13.54	13.65
Floor Inspector	13.34	13.44	13.55
Machining & Assembly	13.26	13.35	13.44
Rackers, Quality Control	13.22	13.32	13.44
Inspect 8 Pack	13.16	13.26	13.38

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A premium of 50¢ per hour on all top rates for lead hands in the classification.

The Company will provide a C.O.L.A. of one (1¢) cent per hour for each, 16 Increase in the Consumer Price Index on the basis 1981 = 100.

The base will be the January 1988 Index published in February 1988 of 140.8. The adjustments to the C.O.L.A. are to be calculated quarterly from the Index published in the months of November, February, May and August. The adjustments will be made in the first pay period of the month following publication of the Index

APPENDIX "B"

Effective with the signing of this agreement the Company will assume 100% of the cost of the following benefits now in effect for employees, spouse and dependents requiring same:

- (a) Ontario Health Insurance Plan (OHIP) with the Payable Portion of the Plan to the Ontario Medical Association schedule of fees guaranteed for the life-time of the agreement.
- (b) Major Medical Plan - 100% insured.
- (c) Life Insurance coverage for all employees \$25,000.00 and AD & D \$25,000.00 Effective June 1, 1990 both Life Insurance AD & D will increase to \$27,000.00.
- (d) Sickness and Accident Benefits
To provide coverage from the 1st day of an accident or hospitalization or from the 4th day of sickness to a maximum of 39 weeks scaled to two-thirds of earnings to a maximum of the UIC benefit.
- (e) Extended disability coverage will be provided after 39 weeks for 50% of the weekly wage to age 65. The maximum benefit is limited to \$1400.00 per month. This benefit will be paid for up to 24 months after the 39 week period if an employee is unable to perform his occupation at Hudson Bay Diecasting Limited and does not engage in any other occupation or employment. After 24 months the employee must be unable to engage in any occupation or business for compensation or profits to qualify for the benefit.
- (f) The Greenshield Drug Plan, or similar Plan with no loss of benefits to employees, whereby employees will pay 35¢ per prescription.
- (g) The Greenshield Plus Four Dental Plan, or similar Plan with no loss of benefits to employees, at the current O.D.A. fees level.
- (h) 100% of the cost of prescription safety lenses and standard safety frames for employees will be paid by the Company. Any employee wishing non-standard safety frames will be required to pay an additional cost.
- (i) Personal Tools broken in service or lost in inaccessible places or stolen from Company property shall be replaced by tools of equal value by the Company, unless an investigation by the Company and the Union proves that the wear or breakage or loss was due to the employees' carelessness or neglect. The Company will supply employees with metric tools when and if needed.
- (j) A Vision Care Plan will provide a \$60.00 reimbursement towards the cost of frames and lenses upon presenting a prescription from an optometrist or ophthalmologist.

