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HUDSON B'AY DIECASTING LIMITED

-and-

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW - CANADA)
LOCAL 1285**

June 1, 1994

May 31, 1997

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between

HUDSON BAY DIECASTING LIMITED

-and-

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW - CANADA)
LOCAL 1285**

June 1, 1994

May 31, 1997

COLLECTIVE AGREEMENT

Between

HUDSON BAY DIECASTING LIMITED

hereinafter designated as "the
Company" of the FIRST PART

-and-

THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA)
LOCAL 1285

hereinafter designated as "the
Union" of the SECOND PART

ARTICLE 1- GENERAL PURPOSE

1.01 The purpose of this Agreement is to provide 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, an 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"

All dues and initiation fees deducted will be remitted to the Local Union Financial Secretary no later than seven (**7**) calendar days following deduction, together with a list of employees from whom the deductions were made and the amount.

ARTICLE 6 - 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, color, sex, national origin, sexual orientation, marital status, family status, ancestry, citizenship, age and handicap or because of membership in the Union.

6.02 The Union and Company are committed to preventing sexual harassment in the workplace. Any complaint of sexual harassment will be dealt with at the Management level. Every effort will be made to discipline the harasser, not the victim.

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. In addition, the Company will not use outside contractors in the plant to perform work that could be performed by an employee in the bargaining unit without prior discussion with a Plant Committee representative. The use of an outside contractor in the plant will not result in the lay-off or transfer of any employee in the bargaining unit.

7.02 The following letter will be issued to all supervisors and engineers no later than fourteen (**14**) days following ratification of this Agreement and all supervisors and engineers hired **thereafter** will be issued this letter prior to their first day of work. The Union will be provided with a copy of **all** letters under this **clause** when issued.

Letter to all supervision and engineers

Dear,

This letter is to advise that you as a supervisor or engineer 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 and engineers 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 Chairperson The Company will **recognize** an alternate for the purposes of representation on any shift when the regular committee person is absent from the plant

The Company will be kept informed of any changes to the Plant Committee, including alternates

The Union may also appoint or elect one (1) committee person from the skilled trades who will be entitled to attend meetings or discussions related to skilled trades issues. The provisions of Article **8.04** will not apply to this committee person.

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 including reasonable preparation time, bargaining during regular hours and in any other meetings specified in the provisions of this Agreement. Except for bargaining meetings, time outside of an employee's shift spent in such meetings with the Company and including reasonable preparation time, will be paid by the Company at **straight time**.

The Company further agrees that the Chairperson of the Plant Committee will work a day shift and will be relieved from their regular duties without **loss** of pay pursuant to the provision above and as required for the conducting of Union business in the Plant arising out of this Agreement.

8.04 Meetings between the Shop Committee and representatives of the Company may be held at the request of either party and at the convenience of both. At any meeting with Management the Shop Committee may have present a representative of the National Union. Matters to be discussed at such meetings shall be listed in an agenda to be supplied by the party requesting the meeting. Such agenda to be submitted as early as possible. In any event, meetings shall be held at least once a month.

8.05 When either party requests a meeting, the meeting shall be held within the next five (5) consecutive working days unless there is a mutual agreement to extend the time.

8.06 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.

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

8.08 A Committee member will be informed of any employee being discharged or disciplined prior to the action being taken, and a Union representative will be present at all discharges, including the discharge of a probationary employee.

In all cases, the Committee Chairperson and the employee involved will be advised of the reason for the discipline or discharge.

8.09 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/her as such and the Local Union President shall be permitted to attend all meetings with management on all matters arising from the provisions of this agreement.

8.10 The Company agrees to provide an enclosed office for the exclusive use of the Plant Committee within the first six (6) months of this Agreement.

ARTICLE 9 • GRIEVANCE PROCEDURE

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

At any step of the grievance procedure, the Union and Company may agree to extend the time limits for the grievance discussion/meeting or the rendering of a decision. If a meeting/discussion is not held or a decision is not received within the time limits, or agreed extension, the Union will process the grievance to the next step, including arbitration.

At any grievance meeting, either party may have present any employee who is involved in his/her grievance.

9.02 Discussion

Any employee having a grievance shall first discuss it with his/her Committeeperson. The grievance shall be discussed orally with the supervisor concerned no later than ten (10) working days from the date the matter giving rise to the grievance occurred or came to the employee's knowledge as the case may be and the parties involved shall endeavor to equitably resolve the issues in dispute.

9.03 Step 1

If the grievance is not resolved in the discussion stage within two (2) working days, it may be processed in writing on a form for that purpose, copied to the Manager Industrial Relations or his/her designate, and presented to the Supervisor no later than five (5) working days following the date of the last discussion. The Supervisor will render a decision in writing no later than two (2) working days following the presentation of the written grievance.

9.04 Step 2

If the Step 1 decision is not satisfactory to the Plant Committee, the grievance will be presented by the Plant Committee to the Manager Industrial Relations or his/her designate to be taken up at the first meeting arranged between the parties which will take place no later than five (5) working days following receipt of Step 1 decision. A Step 2 decision shall be rendered in writing within two (2) working days following this meeting.

9.05 Step 3

If the Step 2 decision is not satisfactory to the Plant Committee, the grievance will be presented by the Plant Committee to the General Manager and the Director Human Resources or their designates to be taken up at the first meeting arranged between the parties which will take place no later than five (5) working days following receipt of the Step 2 decision. A Step 3 decision shall be rendered in writing within two (2) working days following this meeting.

9.06 Arbitration

If the Step 3 decision is not satisfactory to the Plant Committee, the Union will submit the grievance to arbitration no later than thirty (30) calendar days following receipt of the Step 3 decision. In the event that the parties cannot agree upon an arbitrator within ten (10) days, the Minister of Labor for Ontario will be requested to appoint an arbitrator.

9.07 A discharged employee, before leaving the plant, shall be given an opportunity to explain the circumstances of the case to his/her Committee person. A discharged employee may present a grievance in writing, either direct or through the Plant Committee to Management at the Step 2 level, within two (2) working days of discharge.

9.08 In the proceedings of negotiations or grievance meetings with Management, the Plant Committee may be represented by duly accredited representatives of the Union.

9.09 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.

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

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

9.12 All disciplinary notations will be removed from an employee's file following no more than two **(2)** years of discipline-free employment. When such notations are removed, they will not be referred to again in relation to any other matter.

The Company agrees that a demerit point system of discipline will not be used following the effective date of this Agreement. Any demerits remaining on an employee's file as of the effective date of this Agreement will be removed or reduced either in accordance with the demerit system or two **(2)** years of discipline-free employment, whichever is the earlier. In the event discipline is necessary and there are demerit points existing on an employee's file, such demerit points may be considered by the Company in assessing what the appropriate disciplinary penalty will be.

9.13 In those instances where the Union, by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeal Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Company in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred. It is agreed however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of grievances that either (i) are already barred under the provisions of the Agreement at the time of reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement. The foregoing does not apply to those grievances to which an arbitration decision has been rendered.

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. Following completion of this period, an employee's seniority will date from the first day of work in any classification covered by this Agreement.

10.02 During any layoff, employees with the least amount of seniority shall be laid off first. Employees who have not yet acquired seniority will be laid off within the affected department in inverse order according to their first day of work.

10.03 When recalls are made following a lay off, employees shall be recalled in the reverse order to which they were laid off. For recalls to work that are required for ten (10) working days or less, an employee may decline that recall without affecting their future right of recall provided the Company is able to fill its requirements by recalling employees with less seniority.

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

- (a) If the employee **quits**
- (b) If the employee is discharged, their 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 their 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 completed sixty (60) calendar days in the classification in a six (6) month period. In the event of a recall or a permanent vacancy, the most senior employees who have been transferred due to layoffs or bumping will be given the opportunity to return to their previous classification if a vacancy exists, provided that the employee has not been out of the classification for more than sixty (60) calendar days. Any remaining vacancies will be posted.

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

10.08 Any Union employee accepting a staff position shall retain his/her Union seniority for a period of twelve (12) months. A return to the bargaining unit of thirty (30) calendar days or less will not interrupt this twelve (12) month period. In the event of a layoff such employee could bump back into the job she/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

(a) The job will be awarded to the most senior applicant having the fitness to do the job, subject to the provisions of part (b) below. If no applicant has the fitness to do the job, the Company may fill the job with the most senior employee who does not hold a job, having the fitness to do the job. It is understood the Company may fill the job on a temporary basis during the period of postings. There shall only be one posting in respect to each vacancy.

(b) It is agreed that employees bidding for a job in the classifications of Plating Lead Hand, Waste Treatment Technician, Plating Technician and Floor Inspector will be required, prior to being awarded the job, to successfully complete a test which would establish their ability to learn the job during the established training and trial period.

(c) An employee who has been awarded the job specified in part (b) above may not bid for another job posting (except a Job posting in a higher paid classification) for a period of three (3) months from the date of being awarded the job

(d) Employees exercising bumping rights will be subject to the provisions of parts (a) and (b) above.

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

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

(b) When an employee is transferred to a higher classification, their starting rate will not be less than their former hourly rate.

(c) If an employee is not competent in the new position after a two (2) week training and trial period (lead hands = four (4) weeks, classifications specified under Article 11.02(b) = six (6) weeks, they will be returned to

their previous classification. Employees who advise the Company during the first week in the new classification that they wish to return to their previous classification will be returned as soon as possible but no later than during the second week.

11.05 When an employee is transferred to a job classification other than their 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. However, in the Casting Department, temporary transfers up to a maximum of five (5) days the most senior volunteer from the Department knowing the job or the most senior volunteer from the Department if nobody knows the job will be moved to the temporary job for up to five (5) days. If there are no volunteers, the most junior employee from the Department 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, in order of seniority, from amongst those employees mowing the job and, 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.

Where a temporary work requirement is caused by the absence of any employee due to pregnancy or parental leave or Workers Compensation or sickness or Accident, and the Company chooses to fill the position, the Company will fill the position in accordance with Article 11.06 for the full term of the employee's absence. The Plant Committee will be provided with the relevant information regarding a temporary work requirement and transfer under this provision.

Time spent on a job due to a temporary transfer will not provide the employee with seniority in that classification. The provisions 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 comprised of at least 25% of the employees in a department, the Company will provide a paid X)-minute lunch period for **all** three Shifts for that department. If the Company schedules a Third Shift comprised of less than 25% of the employees in a department, the Company will provide a paid 20 minute lunch period for an equal number of employees on all three shifts in the department so affected.

Any change in the present established shift hours will be discussed with the Shop Committee in advance of such shift change.

Where applicable, the rotation of shifts shall be Midnight's, Afternoons, Days. The rotation of employees through the shifts scheduled in a Department will be as equal as possible.

Schedules for the week should be posted no later than 3:00 PM the ~~preceding Thursday~~. In **the event there are changes to an employee's hours** after 3:00 PM on the preceding Thursday, the employee will be given at least forty-eight (48) hours personal notice in advance unless shorter notice is mutually agreed between the Company and the employee.

12.02 Any work performed outside of an employee's scheduled shift shall be considered as overtime and shall be paid for at the rate of time and one-half except where there is an agreement with the employee on make-up time in which case overtime will be based on time worked in excess of the regular working day. All work performed on Saturday shall be paid for at time and one-half for the first eight (8) hours and double time thereafter. All work performed in excess of twelve hours when twelve or more consecutive hours are worked in a twenty-four hour period shall be paid for at the rate of double time. **As** much notice as possible shall be given for pm-planned overtime.

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 employees. Records showing separately the overtime hours worked and the overtime hours refused will be openly displayed in the department so that employees may check their standing.

The following rules shall apply for overtime selection with overtime being offered to employees who are willing and able to perform the work to be done in the following order (subject to equalization at each step in the order):

1. Classification
2. Department and other classifications
3. Plant-wide
 - (a) Overtime hours each January 1st and July 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 times premium, 2 hours for 2 times premium.
 - (c) Employees absent for any reason, except Union business covered by an **LOA**, will be charged the hours they would have been offered had they been at work. Employees who previously agree to work overtime and then do not show up will be charged double the overtime hours scheduled.
 - (d) When a newly hired employee comes into a classification he/she will be placed at the highest hours of the classification.
 - (e) When an employee changes classification he/she will be placed at the highest hours of the classification,
 - (f) When hours are equal in the classification(s) being canvassed the selection shall be by seniority. If an improper selection **IS** made then the employee will be paid
 - (g) **All** overtime will be charged to the employee regardless of department, e.g. supplementing another department
 - (h) For the purpose of overtime only, if overtime is required on four (**4**) or more machines that require material handling in a department, a minimum of one (1) Material Handler will be offered overtime

Where overtime is required on less than four (4) machines in a department, the Lead Hand may perform material handling work in addition to their normal job.

Where a Material Handler is working overtime under this clause and there is insufficient work to fully occupy the Material Handler and/or Lead Hand in the department during the overtime period, the Material Handler and/or Lead Hand working overtime may also perform salvage work in addition to their normal job.

For the purposes of this clause, departments shall be combined as follows.

1. Casting
2. Machining, Polishing/Buffering

This clause will not apply when a regularly scheduled (i.e. non-overtime) Material Handler is available.

The Company will not be required to phone employees at home when canvassing for overtime to be worked during the week (Monday through Friday). For weekend overtime (Saturday and Sunday), the Company will not phone employees at home when canvassing for overtime unless the employee has completed his/her regular scheduled shift prior to the overtime being offered.

12.05 Those employees working on the second or afternoon shift shall receive a premium of Thirty (30) cents per hour. Those employees working the third shift shall receive a premium of Thirty-five (35) cents per hour. If an employee's shift falls into any part of the above shifts, the employee will receive the applicable shift premium for the hours for which a shift premium applies. Shift premiums will be paid for overtime hours during these shifts but will not be extended by time and one-half (1-1/2) or double time.

12.06 Employees who report for work for their regular work day 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 when permitted 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, external power failure, or other Acts of God, in which case no allowance for loss of work will be made.

12.07 Employees who report to work overtime on a scheduled day off or for overtime not in conjunction with their regular work time will be guaranteed a minimum of four (4) hours pay at the applicable overtime rate unless the employee elects and is permitted to leave work prior to the prearranged time for reasons other than lack of work in which case the employee will only be paid for those hours actually worked. This minimum guarantee will not apply to employees who are not available to work a minimum of four (4) hours and such employees will only be paid for those hours actually worked.

12.08 Employees may switch shifts with one another provided the change is made with an employee holding the same classification. The employees involved must advise the respective Supervisors of their switch prior to the actual shift being made.

ARTICLE 13 - PAID HOLIDAYS

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

	1994/1995	1995/1996	1996/1997
Canada Day	July 1	July 3	July 1
Civic Holiday	Aug.1	Aug.7	Aug.5
Labour Day	Sept.5	Sept.4	Sept.2
Thanksgiving	Oct.10	Oct.9	Oct.14
Christmas Period	Dec.23	Dec.22	Dec.23
	Dec.26	Dec.25	Dec.24
	Dec.27	Dec.26	Dec.25
	Dec.28	Dec.27	Dec.26
	Dec.29	Dec.28	Dec.27
	Dec.30	Dec.29	Dec.30
	Jan.2	Jan. 1	Dec.31
		Jan. 1	
Good Friday	April 14	April 5	March 28
Victoria Day	May 22	May 20	May 19

Where the employee is receiving a benefit (e.g. Workers' Compensation, Sickness and Accident, U.I. Maternity or Parental Leave) for the day on which the holiday falls, the Company will pay the employee an amount equal to the difference between the benefit being received and normal holiday pay.

~~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 their scheduled work day prior to, and on their scheduled work day following such holiday, unless excused for unavoidable lateness or excused by their Supervisor.
- (b) Employees on vacation will receive holiday pay plus an additional day or days holiday.
- (c) Employees absent due to **illness/injury** or 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, 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 their scheduled work day following the holiday.

These qualifications cover the entire Christmas period. For the Christmas period only and for employees absent from work because of layoff due to lack of work, the provisions of (a) above shall not apply and the employee will receive holiday pay if otherwise eligible provided she/he has worked during the thirty (30) calendar days prior to the beginning of the 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 years	2 weeks	4% or 80 hours pay whichever is greater
3-5 years	2 1/2 weeks	5% or 100 hours pay whichever is greater
5-7 years	3 weeks	6% or 120 hours pay whichever is greater
7-9 years	3 1/2 weeks	7% or 140 hours pay whichever is greater
Over 10 years	4 weeks	8% or 160 hours pay whichever is greater
Over 15 years	4 1/2 weeks	9% or 180 hours pay whichever is greater
Over 20 years	5 weeks	10% or 200 hours pay whichever is greater
Over 25 years	5 1/2 weeks	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. Employees absent during the vacation year due to work injury, maternity/parental leave or union business will be excluded from this requirement.

14.04 Any employee receiving vacation pay based on hours, will have added to his/her hourly rate, for the purpose of calculating his/her 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/her 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 notice of his/her vacation. All vacation requests outside of the shut-down period ~~are subject to written approval by the employee's Supervisor and~~ the Manager Industrial Relations.

14.06 The plant vacation shut-down notice will be posted by May 1 each year and subject to change only in exceptional circumstances. Vacation pay for the period of the shut-down will be paid to employees at least one (1) week prior to the shut-down. Where the vacation schedule is changed, an employee who provides documentation supporting prepaid travel and accommodation commitments will be permitted to take his/her vacation as planned during the originally published shut-down period.

14.07 Employees will be able to carry-over two (2) weeks of vacation from one year to the next or bring forward two (2) weeks from the next vacation year

14.08 An employee on Sickness and Accident benefits at the time vacation is to be taken may elect to defer the vacation and vacation pay and continue receiving benefits.

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 half shift. Rest periods will be staggered by Department so as to relieve the congestion in the cafeteria

Employees will also be allowed a rest period of ten (10) minutes each two (2) hours of overtime. Where there is less than two (2) hours between the last break and the start of an employees shift a half break will be allowed prior to the employee starting work on their shift. Where overtime of more

than one (1) hour follows a shift, the employee will be entitled to a full break between the end of their shift and the start of the overtime.

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 **8-hour** shift or overtime period following the end of a 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. The Committee will comply with all of the relevant provisions of the Occupational Health and Safety Act including meeting at least once monthly.

Employees selected by the Union for the Health and Safety Committee and workers to be designated as certified workers will receive all training required by the applicable legislation, and any other additional training as agreed by the Company and Union, through the Workers' Health and Safety Agency.

Provision will be made for the National Union Health and Safety Representatives to inspect the plant quarterly, if desired or at anytime when a serious injury or fatality has occurred. Two (2) weeks advance notice is to be given to the Company except where the inspection is required as a result of a serious injury or **fatality**. The Committee is to be allowed to accompany all safety tours of the plant by an outside group. The Committee will be provided with a full copy of all reports/recommendations arising from **said** tours. The Company reserves the right to make the final decisions on any suggestions which involve cost or downtime. The committee will not attend discussions regarding tours except where necessary in order to fulfill its mandate as provided for under the Occupational Health and Safety Act.

18.02 The Company will reimburse all seniority employees for the purchase of one pair of Canadian Standards Association approved safety shoes per contract year at full cost up to a maximum of **\$70.00**. The full time use of approved safety shoes is a condition of employment for all plant Personnel. If the safety shoes purchased in the contract year become worn out prior to the commencement of the next contract year, the cost of a replacement pair will be reimbursed under the same provisions.

The Company will set up three (3) or more accounts with safety shoe suppliers in the **Brampton area**.

18.03 The Company will pay the full cost of cleaning one set per week of "Tool and Die Maker" and "Plater's" work clothing.

Employees who are temporarily assigned to set-up shall be supplied with temporary coveralls. Further, the Company will make available aprons for any employee requiring one.

18.04 The Company recognizes the need for a modified work program and agrees that the establishment of such program will be discussed with the Union during the first six (6) months of this Agreement. It is further agreed that any modifications to this Agreement required as a result of the implementation of a modified work program will only be as mutually agreed by the Company and the Union.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 An employee may be granted a leave of absence if reasons satisfactory to the Company are provided. All requests for leaves of absence and all leaves of absence must be made in writing. One copy of a leave shall be furnished to the Committee Chairperson, one copy to the employee, and one copy shall be retained by the Company.

A request for a leave of absence (**LOA**) should not be unreasonably denied. **should** a request be denied a full explanation of the reasons for the denial will be **given** to the employee. The Company further agrees that whenever possible they will accommodate the employees request for a **LOA**.

19.02 (a) An employee with at least thirteen (**13**) weeks service before the expected birth date will be granted a pregnancy leave of absence of **up to** seventeen (**17**) weeks duration as provided for under the Employment Standards Act of Ontario

A Substance Abuse Committee will be established comprised of one (1) representative each from the Company and Union. The Union Substance Abuse Committee Representative will be allowed such time as is necessary without loss of pay for the administration of the program.

**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. Benefit coverage will continue for thirty (30) days following the date on which an employee is laid off or such greater period of time as allowed by the individual plan.

In addition, at the time of lay-off, the Company will advise the employee of the availability of benefit continuation beyond the thirty (30) day period as allowed by the individual plan. The premiums for such continuation will be borne in full by the employee.

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 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 **31 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, \$18.00** for each year of service after June 1, 1990, **\$19.00** for each year of service after June 1, 1994.

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 or 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 re-invest 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",
- (i) and
- (ii) The amount which, when applied to the unfounded (i) present value cost attributable to prior service, would (i) amortize such cost in accordance with the provisions (1) of The Pension Benefits Act 1987 (Ontario), and (iii) The amount which would amortize any experience (i) deficiencies in accordance with the provisions of (1) The Pension Benefits Act, 1987 (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, 1987 (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/her 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/her 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 in booklet form. The Committee will be provided with a full copy of the 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/her regular hourly wage rate but excluding shift premiums) for the number of hours up to 8 that he/she 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

23.01 (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

ARTICLE 25 • DURATION

25.01 ~~This Agreement shall become effective~~ as of June 1, 1994 and shall remain in effect until May 31, 1997.

SIGNED ON BEHALF
OF ~~ME~~ COMPANY:

SIGNED ON BEHALF
OF THE UNION:

S. Heldman

G. Spencer

B. McQuade

A Ferron

C. Reid

B. Maurais

V. Corbin

C. Bennett

V. Bailey

APPENDIX 'A'

Effective: June 1, 1994

RATES OF PAY	Starting	Rata	60 day rate	90 day rate
Operator A	18.32		18.46	18.63
Operator/Trimmer	18.19		18.36	18.51
Trimmer	18.00		18.17	18.30
Metal Person	18.32		18.46	18.63
Metal Person - Flux	18.32		18.46	18.63
Material Handler	17.73		17.85	17.95
Sweeper-General Labour	17.58		17.68	17.79
Machining & Assembly	17.40		17.52	17.58
Buffer	18.13		18.29	18.44
Polisher	18.13		18.29	18.44
Cell Polisher	18.13		18.29	18.44
Plater	18.04		18.21	18.36
Rackers/Unracker/Insp & Pk	17.36		17.46	17.58
Rackers, Quality Control	17.36		17.46	17.58
Plating Technician	18.47		18.64	18.79
Waste Treatment Technician	18.04		18.21	18.36
Painter	18.04		18.21	18.36
inspect & Pack	17.30		17.40	17.52
Floor Inspector	17.48		17.58	17.69
Millwright Maintenance	19.23		19.39	19.55
Electrician	19.23		19.39	19.55
Tool & Diemaker	19.92		20.08	20.24
Clerk	18.07		18.24	18.39
Material Handlers - Shipping	18.00		18.10	18.22

1. A premium of **\$0.50** per hour on all top rates for lead hands. Lead Hands will be classified by Department
2. All rates will be increased as follows
 - .15 cents effective June 1, 1995,
 - .20 cents effective June 1, 1996

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, spouses and dependents requiring same:

- (a) Major Medical Plan - **100%** insured.
- (b) Life Insurance coverage for all employees **\$27,000.00** and AD & D **\$27,000.00**. Effective June 1, **1992** both Life Insurance and AD & D will increase to **\$29,000.00**.
- (c) Sickness and Accident Benefits
To provide coverage from the **1st** day of an accident. hospitalization or absences when treatment is received from a Hospital on an out-patient basis. or from the 4th day of sickness to a maximum of **39** weeks scaled to two-thirds of earnings for a maximum of the UIC benefit. When an employee's claim under Workers' Compensation is delayed, an employee may opt to complete a waiver in order to receive Sickness & Accident benefits pending the determination of their claim
- (d) Extended disability coverage will be provided after **39** weeks for **50%** of the weekly wage to age **65**. The maximum benefit is limited to **\$1,400.00** per month. (**\$1,500.00** per month effective June 1, **1995**). This benefit will be paid for up to **24** months after **39** weeks period if an employee is unable to perform his/her 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.
- (e) The Greenshield Drug Plan, or similar Plan with no **loss** of benefits to employees. whereby employees will pay **35** cents per prescription.
- (f) The Greenshield Plus Four Dental Plan, or similar Plan with no **loss** of benefit to employees, at the current **O.D.A.** fees level. **Perio** Scaling codes **43411 - 43416** will be removed from the dental plan. It is understood however that the Company will reimburse any employee (and his/her dependents) who is/are charged for these services.

- (g) **100%** of the cost of prescription safety **lenses** and standard safety frames for employees will be paid by the Company. Employees will purchase their safety glasses under this provision from a supplier selected by the Company which is in a convenient location to the Plant and which offers a variety of both plastic and metal safety frames with either fixed or removable side shields.
- (h) Personal Tools broken in service or lost in inaccessible **places** or stolen from Company property **shall be replaced by** tools of equal value and quality by the Company, unless an investigation by the Company and the Union proves carelessness or neglect. The Company will supply employees with metric tools when and if needed. An **inventory** of basic tools required for the classification will be submitted by the skilled trades representative and will be subject to approval by the Company. The inventory must be inspected by management and verified. Tools that are to be replaced under this section will be replaced within ten (10) days of notification to the Company in writing.
- (i) A Vision Care Plan will provide a **\$70.00** per employee and **family member reimbursement towards safety frames and lenses** upon presenting a prescription from an optometrist or **ophthalmologist**. The **\$70.00** Vision Care benefit may be claimed annually on a prescription change for dependent children under age **16**.
- (j) The Company will reimburse employees up to **\$15** for each medical certificate it requests or is required for Sickness and **Accident** benefits or **extended** disability coverage.

In the event the Company changes insurance carriers, the benefits provided under the new carrier will not be any less than those provided under the previous carrier.

Letters of Understanding Between Company and Union

Letter of Understanding No. 1 Floor Inspector Cross-Training

1. In order to enhance the Company's ability to continue to improve the quality of its products while continuing to allow bumping rights and home departments, the following has been agreed between the Company and the Union as the method to be used in cross-training employees in the Floor Inspector classification.

2. Cross-training will be provided in production related jobs managed by the Quality Assurance Department, specifically:

Casting
Machining, Polishing Buff
Final Audit
Receiving Inspection

3. The first step will be for the Company, in consultation with the Union, to create a formal cross-training check off list, qualification and training program (subject to customer requirements) which each current and future Floor inspector must participate in. Floor Inspectors who are required to cross-train in other areas will receive an additional two (2) weeks training if requested by the Floor inspector or required by management.

4. Each Production Floor Inspector will participate in initial cross-training for no more than a one (1) month period in each area and must be qualified as capable in each, as per the check off list. Current Floor Inspectors must participate when so scheduled. Each current and future candidate for Floor Inspector will spend (3) months out of their home department being trained and qualified in each area. New Floor Inspectors will be scheduled for cross-training in each area within the first six (6) months of their transfer into the classification.

5. The least senior Floor Inspector of the area affected by this cross-training will be used to switch areas with the incoming Floor Inspector(s) to be cross-trained in the area. It is understood there will be no increase in Floor Inspectors to achieve this training.

6. Subject to the terms of the Collective Agreement, if there is an absence of a Floor Inspector in an area which the Company chooses to fill, the least senior Floor inspector(s) from another area chosen by the Company who is qualified in the area requiring the coverage and who knows the job will be reassigned to the area requiring the coverage.

7. In order to maintain the familiarity, skill and consistency required to keep pace with various product, customer and specification changes, each **Floor** Inspector will be provided with annual refresher training in each area as per the check off list. This training will be of approximately *two* (2) weeks duration each year, dependent upon the Inspector's ability to successfully complete the training in a shorter period. Upon successful completion, the employee will be returned to their home department as soon as possible.

8. The Floor Inspector in the Reliability Lab may be required to receive direct training outside of the Reliability Lab in each area mentioned in point 2 above in order to become qualified in each area and to participate in the assignments provided for in point 6 above

9. If an employee is unable to perform all of the items on the check off list in areas outside of their home department as identified in point 2 above, the following process will take place:

(a) If the difficulty is with colour match and the employee's home department is not Final Audit, it will not be considered an issue.

(b) If the difficulty is with colour. match and the employee's home department is Final Audit, the employee will be required to exercise their seniority to be placed in another department and/or classification.

(c) If the difficulty is with other items on the check off list, a review of the reasons will take place with a Union Committeeperson and additional training of two (2) weeks or more if required will take place in order for the employee to achieve qualification

10. It is understood and agreed that nothing in the foregoing reduces a Floor Inspector's ability to remain in their home department except as specifically provided for and that this agreement is intended solely to assist in the enhancement of the Company's ability to improve the quality of its products for its customers **As a result**, it will be the obligation of the Company, Union and Floor Inspectors to cooperate in order to ensure that the cross-training process is as successful as possible.

11. It is further agreed that the current practice of allowing bumping rights for Lead Hands and Material Handlers is not affected by the foregoing.

12. This letter will form part of the Collective Agreement and is subject to all its provisions

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Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

1997

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30				
							31													
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1	1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													