

Collective Agreement

Between

Butler Metal Products

and

**The National Automobile, Aerospace and
Agricultural Implement Workers of Canada
CAW, Local 1986**

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COLLECTIVE AGREEMENT

BETWEEN

**BUTLER METAL PRODUCTS
AND
THE NATIONAL AUTOMOBILE
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS UNION
OF CANADA (C.A.W.—Canada)**

and its local 1986

October 1, 1991

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MEMORANDUM OF AGREEMENT

BETWEEN

**BUTLER *METAL* PRODUCTS
AND
THE NATIONAL AUTOMOBILE
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS UNION
OF CANADA (C.A.W.—Canada)
and its local 1986**

PURPOSE

The general purpose of this agreement is to provide an orderly collective bargaining relationship between the Company and the Union, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operations of the Company's business, consistent with the terms of this Agreement.

The Company and *the* union agree that in the exercise of each of their rights and in the administration of this Agreement, they shall do so in a fair and reasonable manner.

It is recognized that effective teamwork is necessary to maintain competitiveness. As such the parties are committed to *the* concept of training for effective teamwork and the use of teams to solve quality and customer service problems on a day-to-day basis.

PLANT MOVEMENT

Should the Company during the life of this Agreement decide to move any or all of its work or operations from its existing location, an employee with seniority whose job is so transferred may at his option transfer to the same job at the new location if a position is available. If a job is not available, the affected employee may if they so desire have preferential hiring rights at the new location. In electing preferential hiring rights, the employee will be laid off from the existing location, with full seniority rights. If an employee elects to transfer they will take with them their full company seniority and credited service for vacation entitlement and pension purposes and they shall lose their seniority rights at *the* old location once seniority is achieved at the new location, subject to *the* agreement of the bargaining agent (if any) at the location. Any employee declining such a transfer may accept a termination and be eligible to receive severance pay in accordance with the requirements of Ontario Law. An employee accepting a transfer will

be paid a moving allowance provided: (a) The plant location is a least eighty (80) km from the plant at which he last worked and he moves his residence as a result of such relocation, and: (b) His application is received by the Company within twelve (12) months after commencing employment at the new plant. The amount of moving allowance will be paid up to the maximum shown provided receipts are provided:

km between Plant Locations:	Single	Married
80 - 159	\$ 795.	\$1765.
160 - 479	\$ 885.	\$1945.
480 - 799	\$ 960.	\$2040.
800 -1599	\$1155.	\$2410.
1,600 - or more	\$1345.	\$2770.

In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive Relocation Allowance or its equivalent under any present or future governmental legislation, the amount of Relocation Allowance provided under this paragraph when added to the amount of Relocation Allowance provided by such legislation shall not exceed the amount of the Relocation Allowance the employee is eligible to receive under the provisions of this paragraph.

Only one Relocation Allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to these provisions.

ARTICLE ONE

Recognition

1.01 — The Company hereby recognizes *the* Union as the sole and exclusive bargaining agent for those employees subject *to* this agreement, in *its* plants at Cambridge, Ontario, for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment, subject to the terms and conditions of this Collective Agreement. For the purpose of this Agreement, the term "Employees" as prescribed by the certificate issued by the Ontario Labour Relations Board dated November 18, 1971, shall not include: supervisor, persons above *rank* of supervisor, office and sales staff. The jobs as defined in Schedule "A", which is part of this Agreement, shall constitute the Bargaining Unit. Should any changes arise with respect to the inclusion or exclusion of a new classification introduced by the company, the Union will have the opportunity to grieve such action commencing at step two of the grievance.

1.02 — The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised *or* practised by either of them or *their* representative or members because of an employee's membership or non-membership *in* the union or because of his activity *or* lack of activity in the Union.

1.03 — The Union further agrees that there will be no Union activities on the premise of the Company, *except* as specifically permitted by this Agreement or in writing by the Company.

1.04 — The Company and Union agree to comply with the provisions contained in the Ontario Human Rights Code (1981). The Union and company agree to cooperate in circumstances where the company is complying with the code. Any reference to the word "he" shall be deemed to refer to "he" or "she".

1.05 — Supervisors, persons above rank of Supervisors office and sales staff, will not do work normally or historically done by Bargaining unit Employees with the following exceptions: during emergency situations to avoid interruptions; while instructing and/or training of employees; in the development of new methods; in the course of investigation; and while developing products, prototypes, and samples.

Should a person develop a continuing course of conduct contrary to the intent of this Article and union complaints continue, the matter will be given special attention by Senior Management Officials.

The above will be carried out in conjunction with Bargaining Unit Employees.

ARTICLE TWO

Strike, Stoppages and Lockouts

2.01 — The parties hereto agree that there shall be no strikes or lockout during the life of this agreement. The words "STRIKES" and "Lockouts" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act.

ARTICLE THREE
Management Function

3.01 — The Union recognizes that it is the exclusive function of the Company to *hire, discharge, direct, transfer, promote, demote or discipline employees and to increase and decrease working forces provided that, if there is a claim that an employee has been discharged or disciplined without just cause, it may be made the subject of grievance and dealt with as provided in this Agreement.*

3.02 — The Union further recognizes that it is the exclusive function of the Company to manage its business in all respects and, without restricting the generality of the foregoing, to maintain order and efficiency in its plant and to determine the location of its plant, the products to be manufactured, the scheduling of its production and its methods, process and means of manufacturing.

3.03 — The Union further acknowledges that the Company has a 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 provisions of this Agreement. The Company will have meaningful discussion on any new or revised rules and regulations with the Union Committee prior to implementation.

3.04 — Nothing in this Agreement shall be deemed to restrict the management in any way in the performance of all functions of management *except those specifically abridged or modified by this Agreement.*

3.05 — The functions of management shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE FOUR
Disciplinary Procedure

4.01 — The Company shall notify the employee and the Union of the writing up of a damage and conduct report on an employee or employees within three (3) working days of the Company becoming aware of the alleged incident(s) and of the individual(s) involved.

Any seniority employee who is removed from his work for the purpose of an interview of alleged misconduct which may result in discipline for the employee shall be taken to an office and unless he signifies otherwise, *in the presence* of his representative the Company shall provide his choice of the Steward or Committeeperson to represent him during such interview. The Employee and the Steward or Committeeperson shall be allowed to discuss the case, prior to the interview with Management Personnel.

The Company shall interview the employee within (3) three working days of notifying the employee of writing up the *damage* and conduct report unless extended by mutual agreement. This procedure will not apply when more than four (4) employees from the same department are to be interviewed for the same incident, provided that such interviews shall commence during such three (3) day period and shall be completed without undue delay.

Employees will be paid ~~at~~ their prevailing hourly rate (Average Hourly Earnings for incentive employees) for all time lost from work while participating in the procedure covered in article 4.01.

4.02 — If following an interview an employee is discharged, suspended, or given notice of warning, he will be given written notice of such discharge, suspension or warning without undue delay, but in no case longer than three (3) working days after the interview has been completed, unless extended by mutual agreement. The Company shall furnish the Plant Chairperson, or his designate, with copies of the suspension or discharge notices and all known related facts.

- (a) The employee shall not be required to serve a discharge or suspension until such interview and written notice have taken place and the Union has had up to two (2) full shift to investigate. This procedure shall not apply when the alleged violation may endanger the safety of the employee(s) or other employees or be of such extreme nature that it would be inadvisable to retain the employee(s) in the plant.
- (b) Within one (1) working day after the completion of the Union's investigation, a hearing will be set up at a date mutually agreed upon by the Company and the Plant Committee. The employee, Committee, Company Supervisor and Steward may be present at such hearings, if deemed necessary by either party.

4.03 — If an employee is suspended, discharged or receives a notice of warning after the interview held in **Article 4.01** and feels he has **been** unjustly dealt **with**, he may file a grievance within five **(5)** working days of such discipline being **issued** to the employee. In the event of a suspension or discharge both of which will commence **at** the **Second Step** the employee **shall** be entitled to attend the meeting.

Before an employee(s) is required to leave the plant **for** disciplinary reasons he shall be afforded a reasonable period of time to meet with his union representative in a private location designated by the Company, **and** if he so chooses may **file** a grievance. This procedure shall not apply when the situation or employee's behaviour is of such an extreme nature **that** it would be inadvisable **to** retain the employee(s) on the premises and afford **him** this opportunity.

4.04 — A notice of **warning or** suspension **will** remain in effect for a **period** not to **exceed** twelve (12) **months from** the **date** of issuance. It is further agreed that **once** a **warning** or suspension has expired **that** other related offenses will be **reduced** in **status** accordingly, six **(6)** months following the date of expiry.

4.05 — The discharge **of** a probationary employee **will** not be the **subject** of a grievance. However, upon request of the employee, he shall have the opportunity to have his case reviewed by the Industrial Relations Manager or his designate. It is understood **the** said employee's committeeman **may** be present at the review.

4.06 — Seniority employees as of November 1, 1983 whose employment application and medical forms were completed using incorrect information, shall not be subject to discipline for the reason of incorrect information on such application forms. Any new employee who has obtained at least six (6) months seniority and whose employment application form was completed using incorrect information, shall not be subject to discipline for the reason of incorrect information on the employment application form. This in no way limits or restricts the right of the Company to discipline any employee for just cause except as outlined above.

ARTICLE FIVE

Grievance and Arbitration Procedure

5.01 — The best efforts of Company and Union representatives concerned shall be employed in resolving grievances.

5.02 — (a) Any difference arising between the parties relating to the interpretation, application, or administration of this Agreement will be first taken up orally by the employee, and his Steward, at the employee's request: with the employee's immediate Supervisor. After such discussion has taken place, any such complaints which remain unsatisfied may then be reduced to writing by the steward, signed by the employee, and shall then constitute a grievance. Any request by the employee to discuss a complaint or grievance with his steward shall be processed by the supervisor within a reasonable period of time, without undue delay (Definition of undue delay - reasonable

period of time is to mean two (2) hours). It is agreed and understood that all complaints and grievances must be presented within five (5) working days from the time the alleged breach of the Collective Agreement became known or should have become known to the aggrieved employee.

(b) A grievance arising from a group complaint involving more than one employee will be considered a group grievance, unless agreed otherwise by the employees, and will be processed starting at step one (1). The names and clock numbers of all employees involved will be clearly indicated on the grievance. Either party may request a representative employee be present in any discussion preceding step one (1).

(c) It is agreed when the nature of the complaint is such that the steward requires assistance, he may request through the supervisor, the presence of the committeeman during such oral discussion.

5.03 STEP ONE (1)

The written grievance as defined above, shall be presented by the steward on the form provided by the Company to the Supervisor, who will upon receipt of said grievance, initial the grievance and indicate the time and date received in the presence of the Union Representative. The Supervisor will personally render his decision to the Union Representative within three (3) working days after the conclusion of the presentation of the grievance, providing an explanation, conclusion, and disposition in writing, along with Grievance Number, if this is not completed the Union Representative will be allowed to obtain such number.

5.03 STEP TWO (2)

If no agreement is reached at Step one (1) of the grievance procedure, the Plant Chairperson may appeal the grievance to the Manager of Industrial Relations not later than three (3) working days after the disposition at Step one (1). The grievance will then be discussed at the grievance meeting held between the Plant Committee and the Company at the weekly Union/Management meeting per Article 15.11. It is agreed that the local National Representative or his designate may be present at Step Two (2) of the grievance procedure. Within five (5) working days after the meeting between the parties, the Manager of Human Resources, or his designated representative shall personally render a decision properly dated and in writing to the Plant Chairperson.

5.04 — Any grievance not carried to the next step within the time limits prescribed herein or within extensions as may have been agreed to in writing, will automatically be deemed to have been settled on the basis of the last decision given by the Company. Grievances not answered within *the* time limits, *or* within extensions as may have been agreed to in writing, may be processed to the next step of the grievance procedure.

5.05 — The Union may withdraw without precedent or prejudice to *any* case, a grievance which has been referred to any step of the *grievance* procedure, and the Company may settle, without precedent or prejudice to any other case, a grievance which has been referred to any step of the grievance procedure.

5.06 -- (a) Where a grievance involves the payment of back wages, and the employee has sustained his charge, the Company will be required to pay back wages from the time mutually agreed upon during the settlement of the grievance, but never sooner than the established time the grievance was brought to the attention of the Company by the aggrieved employee.

However, if circumstances of the case make it impossible for the employee to know that he had grounds for such claim prior to that date, the claim shall be limited retroactively to a period of twenty (20) working days prior to the date the claim was first filed in writing.

(b) When an employee is to receive back-pay on a grievance, the company shall pay the employee on the regular pay following the final disposition of the grievance. The Plant Chairperson will be given a memorandum noting the amount of back-pay and the date such payment will be made to the employee. The payment shall be noted as a separate amount on the employee's pay stub or notice accompanying his/her pay cheque.

5.07 — Either party may submit a policy grievance. A policy grievance is defined and limited to one which alleges misinterpretation or violation of the provisions of this agreement and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the subject matter of the grievance. Such grievances will be referred to the grievance procedure commencing at step two (2). When a policy grievance has been upheld, the Company will be required to make back payment as provided for in Article 5.06.

A policy grievance *may* be submitted only by the Plant Chairperson or in his absence his designate on behalf of the Union or the Human Resources Manager or in her absence her designate on behalf of the Company.

5.08 — Employees will be paid ~~for~~ all time lost from their work at their prevailing hourly rate or A.H.E. while participating in the grievance procedure either as the griever or a witness, up to and including step two (2).

5.09 -- Should the Plant Union Committee or Company have matters other than grievances to discuss for the mutual benefit of the parties, such matters shall be discussed at the meetings outlined in Article 15.11, and only when an agenda is submitted at least two (2) working days prior to the proposed meeting date. It is agreed the step two (2) grievances *may* be discussed at such meetings by mutual agreement.

5.10 — With regard to work standards, an employee having given a new or revised standard a fair trial, and who believes the standard is not in proper relationship to other existing work standards, must register a complaint and explanation with the Supervisor by completing a complaint form. The supervisor will take it up with the Industrial Engineering Department who will investigate the complaint, in conjunction with the Union Time Study, and so inform the employee of its findings. If the standard is revised as a result of the complaint, the new or revised standard will be retroactive to the date of the complaint. Any such complaint that remains unsatisfied *may*, within three (3) working days of the complaint reply, be reduced to

writing by the steward, signed by the employee, and shall then constitute a grievance and be processed in accordance with Article 5.03.

Arbitration Procedure

5.11 — If no agreement is reached at step two (2) of the grievance procedure, such grievance which has been properly processed through the grievance procedure or as per notice of movement form may be submitted to arbitration within fifteen (15) working days after receipt of the reply given in writing on the grievance under step two (2). When either party requests that any matter be submitted to arbitration, it shall at the same time nominate a sole arbitrator. Upon receipt of a written request to submit a dispute to arbitration and the nomination of a sole arbitrator, the other party shall agree to the proposed nominee or reject the proposed nominee. If the proposed nominee is rejected, an alternative arbitrator will be proposed, to the party requesting arbitration. The parties will endeavour to select a mutually acceptable arbitrator within ten (10) working days of receipt of the request for arbitration. Should the parties be unable to agree to an arbitrator within ten (10) working days, they will request the appointment of an arbitrator by the Ministry of Labour for the province of Ontario.

5.12 — The arbitrator shall not have the jurisdiction or authority to alter or modify any of the provisions of this agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement. The decision of the arbitrator shall be final and binding upon the parties and any employee affected by it.

An arbitrator shall have the right to modify suspension and discharge action taken by the employer and take whatever action is just and equitable in the circumstances.

5.13 — Each party shall bear an equal share of the fees and expenses of the arbitrator. The Company shall bear the cost of five (5) Union representatives who appear at the arbitration hearing at their prevailing hourly rate of pay or A.H.E. (Average Hourly Earnings) for incentive employees.

5.14 — As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a post second step grievance to a Grievance Commissioner in the following procedure:

- a) The employer and union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a Grievance Commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the employer and the union to consider and determine grievances referred to him hereunder for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under clause 5:12.
- b) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner are set out in article 5.14.

- c) The decision of the Grievance Commissioner shall **only** be applicable in the case in question and shall not constitute **a** precedent **nor** be used **by** either party **as** a precedent in future cases. Notwithstanding anything contained in the Agreement, the decision of the Grievance Commissioner shall:
 - i) be consistent with the **provisions** of this Agreement.
 - ii) be confined to **the** grievance referred **to** him:
- d) The union and the employer shall each be responsible for one-half **the** expenses of any fees payable to **the** Grievance **Commissioner**.
- e) The parties, when referring **a** grievance **to** a Grievance commissioner shall also provide **him** **with** the Step 1 summary (or as amended by agreement of the parties) **and** the decisions **of** the Management **Representative** at Step 2.
- f) The parties shall **supply** the Grievance **Commissioner** and each **other with additional** concise and brief written representations **on** which **they intend** to reply provided that such are mailed not less than ten (10) days before the commencement **of the hearings** of the Grievance Commissioner;
- g) The parties shall meet at least 10 days prior to the hearing date in order to determine **what information** or facts **can** be agreed upon prior **to the** hearing in order that **a** statement of facts can be written and provided **to** each party and the Grievance Commissioner **before** the commencement of the hearings.

- h) **The purpose of the hearing is to clarify the issues or facts in dispute. At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require. but the Grievance Commissioner shall not be obligated to conform to the rules of evidence.**
- i) **The Grievance Commissioner must render his decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after his decision has been rendered, the Grievance Commissioner shall deliver brief reasons but such reasons shall not form part of his decision. The list of Grievance Commissioners identified to expedite the disposition of grievances under 5.14 (b) are Teplitsky, Brent and Palmer.**

5.15 — On October 1st of each contract year the Company and Union will schedule arbitration dares to be used on a quarterly basis.

ARTICLE SIX

Seniority

6.01 — The term seniority shall be defined as the status of the employee based upon his established unbroken length of service with the Company from the date of last entering the bargaining unit. Seniority shall be first by classification within the plant, then seniority within the plant. then seniority within the bargaining unit.

When a line or process is eliminated employees so affected will have seniority rights in their department.

These employees will have a right to bump the junior employees from their department in accordance with their seniority.

6.02 — (a) Employees shall be regarded as probationary employees until they have completed thirty (30) days of work within any twelve (12) month period. Upon completion of their probationary period, employees shall be assigned a seniority date from their last *date* of hire.

(b) The thirty (30) days will be calculated as follows:

(i) An employee who works any part of a shift will receive credit for one full day towards seniority.

(ii) An employee who works more than twelve consecutive hours will receive credit for one-and-a-half days towards seniority. An employee who works sixteen consecutive hours will receive two days towards seniority.

(iii) An employee who works four ten-hour shifts will receive credit for five *days* towards seniority.

(c) Should two or more employees have the same seniority date, such employees shall be entered on the seniority list in alphabetical order. This procedure shall apply only to employees achieving their seniority after May 1, 1978.

(d) When students are hired, they shall not accumulate seniority and shall be considered as probationary employees. If however, it is ascertained that the student is not returning to school, and is seeking permanent employment: he will be given an opportunity to apply to a vacancy and be re-classified

as a normal "hire" for all purposes of this Agreement. Upon completion of a fifteen (15) working day probationary period, he shall then be assigned a seniority date crediting him with his full Company service.

6.03 — A master seniority list of all employee in the bargaining unit shall be furnished to the Local Union monthly.

6.04 — The Company will keep the seniority list for each department up to date and will post an updated seniority list every month. This list will indicate each employee's clock number, name, classification, department and company seniority. Three (3) copies of such list will be given to the plant chairperson. The plant chairperson will be provided with two (2) copies of the bargaining unit seniority list monthly. Departments are as outlined in the Agreement.

Backup & Temporary Assignments

6.05 — (a) For absenteeism and emergencies, the back-up employees will & used during the come of the shift, the back-up employees system is the primary method of filling temporary vacancies in the classification on overtime. When there is a temporary vacancy but there is no back-up employee available or no back-up classification designated, then the junior employee in any classification, unless mutually agreed otherwise, in the plant, on the shift will be transferred to the available work

(b) **The following classifications will have backups:**

Butler Metal

Die Setter – Press

Die Setter – Secondary

Serviceman – Chemical

Serviceman – Robotics

Floor Inspector

Automatics/Set-up/Operator

Truck Operator

Senior Shipper

Tool Crib Attendant

Mig Welder

Gauge Inspector

Die Room Attendant

Maintenance Helper

Janitor

Receiver/Crane Operator

Layout Inspector

Lift Truck – Production

Lift Truck – Non-Production

Yard Truck

(c) **A back-up employee shall be paid the rate of the job he is performing.**

(d) **A back-up employee may only be back-up in one (1) position at any one time. If he applies and is accepted as a back-up in another classification then he shall no longer be back up in his former position.**

(e) **Back-up positions will be job posted plant wide. Employees will be accepted as per article 6.07 provided they are on the shift where the vacancy occurs.**

(f) A back-up employee will resign from such position by notifying the Company in writing or by refusing an opportunity to perform his posted back-up position. The resignation will not become effective until the Company fills the back-up position through a job posting. (which will immediately be posted in the plant) or a maximum of thirty (30) calendar days from the date the resignation is submitted.

(g) A backup employee shall lose such position if, through job posting or transfer to another shift. An employee having lost such position through a reduction will be reinstated as a backup employee when he accepts recall to his regular shift and plant. Any subsequent job posting of the backup position will be nullified.

(h) A regular employee reduced from his normal classification due to the layoff provisions of the collective agreement shall be given, and must accept the first opportunity of a backup temporary assignment provided the employee is working on the shift and in the plant.

(i) As far as reasonably practicable, back-up assignments shall be equitably distributed among the fully trained back-up employees on the shift, in the plant. When back-ups are being used in their back-up positions, extras to be chosen by seniority and capability.

(j) When a seniority employee's job goes down during the course of a shift, he will be transferred to work available.

(k) When an employee is temporarily transferred due to lack of work, the transferred employee will receive

the rate of ~~the~~ job to which he is transferred. Senior employees will have the option of performing either available incentive **work**, or other work available.

(1) ~~In~~ the case of a temporary transfer of a seniority employee for the convenience ~~of~~ the Company, not exceeding thirty (30) days, unless a further fifteen (15) day extension ~~is~~ agreed to, the employee **will** retain ~~his~~ seniority in the department from ~~which he was~~ transferred and will receive the greater ~~of~~ the **two** hourly rates, ~~or~~ in the case of ~~an~~ incentive employee, AHE ~~for~~ the time worked in the department to which he is transferred. When choosing an employee for a special assignment, consideration **will be** given ~~to~~ the senior employee within ~~the~~ classification. The union will be notified in **writing** of a temporary vacancy that the Company **expects** to last more than three (3) days.

(11) In the event that ~~an~~ incentive **job goes** down ~~and~~ the incentive **job** is subsequently restarted within the ~~same~~ **shift**, the incentive employee affected shall be **returned to such** incentive job unless ~~the~~ **start-up** is **within the last hour of the shift**.

(n) When an incentive employee ~~is~~ transferred to another department he **will be paid** A.H.E. (Average Hourly Earnings) ~~if there was~~ an incentive job available for him to **run in** his original department.

(o) In the event of lack of **work at the start of** the shift, the following procedure **will** apply:

The junior employee ~~in~~ the classification in the department affected will be transferred to the **work** available. Department **will** be defined in the general **agreement** except ~~that~~ the **pressroom** ~~wilt~~ be divided

into front and back press areas and secondary divided into weld-assembly and robotics for the purpose of this clause only.

(p) Temporary assignments shall not be used to avoid job postings or circumvent seniority *rights*.

(q) A list of backups will be posted every six (6) months and kept updated in the plant.

Job Posting

6.06 — A vacancy shall be defined as an open position created by:

(i) The need to increase the workforce.

(ii) The termination, transfer or movement of an ~~employee from~~ an existing position.

(iii) A new job or operation.

In the event the Company requires to fill a vacancy they will post such vacancy immediately as prescribed in this clause in each case for a period of three (3) working days, and will post the results of each posting within three (3) working days.

(a) The Company shall post the vacancy on the posting board in the plant in which the vacancy exists and all employees within the plant shall be allowed to apply. The successful applicant shall be the employee with the greatest seniority, provided he is able to perform the work to be done.

(b) The resultant vacancy in the plant will then be posted on the posting board in the plant. All employees in the bargaining unit may apply. The

successful applicant shall be the employee with the greatest seniority provided he is able to perform the work to be done.

- (c) The resultant vacancy will then be posted on the posting board in the plant. The successful applicant shall be the employee with the greatest seniority, provided he is able to perform the work to be done.
- (d) A posting will be terminated at any step of the job posting procedure where there is no longer a need for more employees in a classification. This completes the cycle of transfers under the posting procedure and the Company will take such steps as may be required to fill the remaining vacancy.
- (e) One (1) additional bargaining unit posting for day shift vacancies previously unfilled shall be implemented if a day shift vacancy remains unfilled following the steps outlined above. Day shift employees shall not be eligible to apply for this vacancy.
- (f) All postings outlined above will show the time and date of posting.
- (g) An employee who has become the accepted applicant on more than one job posting at the same time will have one (1) day as a trial period on each job before having to decide which job he wishes to accept, unless he has prior experience on the job.
- (h) No employee will be allowed more than two (2) postings in a contract year. The time limits on all postings will be from the date the employee was placed on the job.

(i) If the Company does not intend to fill a job, and terminates a posting at any step of the procedure, an explanation will be posted by the Company.

6.07 — The employee accepted, pursuant to this article, will be given job instruction and will be given the opportunity to demonstrate his ability to perform the job efficiently within ten (10) working days. This period may be extended by mutual agreement between the Company and the Union. The employee will receive the rate of the job for which he has bid.

In the case of fulltime or backup postings for Senior Shipper, Q.C. Inspector, Die Setter, CMM Operator, Serviceman, and Crane Operator positions, seniority will be used to identify the successful applicant. After three (3) days the applicant must commit to the balance of the trial period and agree to be tested on job relevant information at the conclusion of the trial period before being accepted on such job. Testing to be limited to the positions of Senior Shipper, Q.C. Inspector, Die Setter, CMM Operator, Serviceman, and Crane Operator.

Before starting job as Lift Truck Operator the employee must successfully complete the Fork-Lift Training Program.

6.08 — (a) Should an employee not qualify at the conclusion of the trial period, he will revert back to his former job and rate of pay. Such trial period shall not count as a movement for purposes of Article 6.06 (h) if he did not qualify at the conclusion of the trial period.

(b) An employee will have the right to decline a job at any time during the trial period but it shall represent a movement under clause 6.06 (h) above.

6.09 — In the event of a layoff or reduction prior to a new successful applicant on a job posting attaining thirty (30) calendar days employment on the job, the posting will be nullified and the employee will revert to his former position and rate of pay, and if needed in the future he will be recalled as per Article 6.14, for a period up to one (1) year.

6.10 — An employee transferred due to a reduction in the work force will have seniority rights in his new position for purposes of further reductions and overtime.

Employees transferred by exercising their seniority rights in a layoff situation must accept recall to their original position if there is a need to increase the work force in the original position.

Employees will have no recall rights to their original position after a period of thirty-six (36) months being reduced from such position.

Loss Of Seniority

6.11 — Seniority shall be lost and an employee deemed to have been terminated if the employee:

- (a) Voluntarily leaves the employ of the Company. The Union will be advised of all resignations upon receipt of the notice.
- (b) Is discharged for just cause and such action is not reversed by the process of the grievance procedure as previously set out.
- (c) When an employee is absent from work for five (5) consecutive working days he will be assumed to have forfeited his seniority rights unless during such five (5) days he notifies the Industrial Relations Manager or in her absence the Human Resource

Department, that the reason for such absence is due to sickness, accident or other cause beyond his control, and if he reports for work immediately after the cause for his absence is removed. It is understood that an employee shall not lose his seniority if evidence satisfactory to the Industrial Relations Manager for such failure to report is furnished upon his return to work. If the disposition made of any such case is not satisfactory, the matter may be referred to Step 2 of the grievance procedure

- (d) If he fails to report to work when recalled from layoff within five (5) working days following notice to report by the Company by registered mail, to his last known address. However, if his failure to report for work is due to sickness, accident or other cause beyond his control, he shall not forfeit his seniority rights if he notifies the Industrial Relations Manager or in her absence the Human Resources department of the Company within the said five (5) working days after receipt of such notice and if he reports to the Company for work immediately after the cause of his absence is removed. It is understood that an employee shall not lose his seniority if evidence satisfactory to the Industrial Relation Manager for such failure to report is furnished upon his return to work. If the disposition made of any such case is not satisfactory the matter may be referred to Step 2 of the grievance procedure. Employees are responsible to notify the Human Resources Dept. and the Union within five (5) working days of any change of address and phone number in person via a Master Change Form or by Registered Mail and

they shall receive a receipt from the Human Resources Department that such notice has been given. The Company shall be entitled to rely upon the address and phone number shown upon its records in the Human Resources Department.

- (e) He has not worked for the Company for thirty-six (36) consecutive month or length of seniority whichever is greater.
- (f) Utilizes a leave of absence for purposes other than those for which the leave of absence may be granted.
- (g) When he is retired except as provided under the disability retirement section of the Company Pension Plan.
- (h) He shall not lose his seniority when he is receiving benefits under the Company's Long Term Disability Plan.
- (i) Employees on WCB shall continue to accumulate their seniority until such time as their absence from work is equal to their length of service at the time of disability, or five (5) years, whichever is greater.

6.12 — An employee transferred out of the bargaining unit after October 1, 1991 may be returned to the bargaining unit at the discretion of the Company at any time up to six (6) months after the transfer. An employee so transferred shall return to the bargaining unit with the same seniority which he or she held at the time of transferring out of the bargaining unit.

6.13 — (a) When a temporary condition arises requiring a layoff of employees from their jobs. ~~for~~ a

period not to exceed one (1) day in any one pay period, employees will be laid off by seniority, classification, shift, and plant, unless agreed otherwise. One (1) day layoff will be defined as eight (8) hours or any part thereof for "A" shift, and ten (10) hours or any part thereof for "B" shift, on a regular scheduled shift.

If the Company verified by a Union Representative has attempted *and* failed to notify an employee, the provisions of Article 9.10 shall not apply. Such temporary, lay-offs will take place only when specific departments are affected due to machinery breakdown, customer scheduling or any other causes beyond the control of the Company.

(b) Any lay-off of employees, other than a layoff covered by Article 6.13 (a), up to and including five (5) working days will be made by plant seniority, provided that seniority employees, where entitled to remain, are willing, able, and qualified to do the work which is available. Prior to exercising the above provision, it is understood that all probationary employees in the plant will be laid off.

(c) In the case of a layoff of more than five (5) working days, or layoffs which the company expects to last more than five (5) working days, seniority amongst employees in the bargaining unit shall be the governing factor provided that the seniority employees who are entitled to remain are able to do the work which is available. If the seniority employee affected has not successfully performed the job in the past and is entitled to remain, he will be given up to ten (10) days of training to learn the job available. If after the training period the trainee is still unable to perform the job he shall be reduced as per Article 6.13.

The following sequence shall be followed in the event of a layoff of more than five (5) working days duration:

- (i) Probationary employees are to be laid off first.
- (ii) Employees performing **the work** in the **classification** to be affected by a reduction will be **transferred to the work** being performed by the junior employee in **the classification**, on the **shift**, in the plant.
- (iii) The **junior employee** in the classification, on the **shift** in the plant, will be **transferred to the work** being performed by the junior employee in the **classification**, in the **plant**, or he may elect to be **transferred** to the work being performed by the junior employee on the shift, in **the** plant.
- (iv) If the classification option is chosen then **the** following sequence shall **take** place;
 - (a) **The** junior employee in the **classification** in the **plant** will be transferred to the work being **performed by the** junior employee on the shift: in the plant.
 - (b) **The** junior employee on **the** shift, in **the** **plant** will be transferred to the **work being** performed by the junior employee in the plant.
 - (c) The junior employee in the plant will be transferred **to the work being performed by the** junior employee in the bargaining unit.
- (v) **If the shift option** is chosen then the following sequence shall **take** place:
 - (a) The junior **employee** on the **shift** will be **transferred to** the work **being** performed by the junior employee in **the** classification in the plant.

(b) The junior employee in the classification in the plant will be transferred to the work being performed by the junior employee in the plant.

(c) The junior employee in the plant will be transferred to the work being performed by the junior employee in the bargaining unit.

(d) Employees shall have the option at the bargaining unit step of the layoff procedure to accept layoff rather than exercise their seniority rights: providing they fulfil the requirements in 6.13

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(e) Prior to a y layoffs of more than five (5) working days, the Company will review the layoff with the Plant Chairman. A seniority list shall be posted in the plant highlighting all employees affected by the reduction and highlighting all employees junior to them. Upon receipt of layoff notice employees will have one (1) working day in which to indicate in writing to the Company their desire to bump and a copy will be submitted to the Plant Chairperson.

(f) When more than one employee is involved in any step of the layoff procedure, employees will be given their choice of jobs involved by seniority.

(g) In the event of a one (1) day layoff, the union will be given written notice of those employees affected.

In the event of layoffs of more than one (1) day, up to and including layoffs of five (5) working days. employees to be laid off will be given as much notice as possible, but in no case less than twenty-four (24) hours except for temporary conditions covered in Article 6.13 (a).

In the event of a layoff of more than five (5) working days, all seniority employees shall be given five (5) working days notice of such layoff, or pay in lieu thereof. Employees on vacation or weekly indemnity will be entitled to five (5) working days notice of layoff by registered mail or notice to their last known address or pay in lieu thereof. The Company will attempt to contact affected employees by telephone, with a Union Representative, the day after the Registered Letter leaves the Company premises.

During shift reductions due to layoffs the Company will to schedule shift changes at the beginning of the regular work week.

(h) It is agreed that at no time shall an employee be able to exercise seniority over any seniority employee in the classification of

Serviceman - Robotics
Serviceman - Chemical
Floor Inspector
Automatics/Set-up Operator
Die Setter - Press
Die Setter - Secondary
Gauge Inspector
Truck Operator
Senior Shipper

unless the employee affected by the lay-off has satisfactorily performed the job in the past.

When on 2 (1) of the above jobs represents an employee's only choice of jobs and the layoff is for an indefinite period of time, with no return to work

date, and the employee has not satisfactorily performed the job in ~~the~~ past, training will **begin** immediately to adequately qualify the reduced **employee** to replace the junior employee ~~held~~ out of seniority. In **no** case will this **exceed 60** calendar days **and at** which time the **reduced** employee will exercise their seniority, and the junior will either be laid ~~off~~, or exercise their seniority rights as **per** Article **6.13**.

If after the training period the trainee does not qualify he **shall be** reduced **as per** Article 6.13.

6.14 — When there is **a** need to increase the work force, **employees** will be recalled in the reverse order **of** Article 6.13.

Seniority shall be the governing factor provided they are able to perform the work **to be** done.

The Company **will** use the Temporary Work Assignment Policy when recalling employee's **for** short term assignments.

6.15 — When it becomes necessary to lay off **union officials the following** order of **lay** off will apply:

Time Study Representative
Recording Secretary
Financial **Secretary**
Vice-president
President
Plant Committee (By Seniority)
Plant Chairperson

The above named **Officials** shall **have preferential bargaining unit** seniority **provided they are able to perform the work to be** done and will be retained on

the day shift. They will follow normal reduction procedure until layoff occurs. At that time they will remain in their current classification until recall occurs as per 6.13. The "B" shift Committeeperson will exercise his seniority rights as per this Article and Article 15.02.

6.16 — When it becomes necessary to lay off Stewards, the Steward in each area of representation shall have top seniority in his area of representation on his shift provided he is able to perform the work to be done. This shall not however, supersede the preferential seniority of the Union Officials as outlined in Article 6.15.

6.17 — The following constitute the departments in the plant:

BUTLER METAL

Skilled Trades

Quality Control

Pressroom

Automatics

Secondary

Shipping

Non-Production

The existence of present or additional future classifications within the departments will not be construed to mean those classification are limited to any individual department. The creation of new classifications will be the subject of discussion between the Company and the Union.

6.18 — An employee who is no longer able to perform his regular work but is able to perform other duties,

or any employee who has incurred a permanent or partial disability, may by agreement between the Company and the Union, be assigned to or retained at, an operation within his capacity at the prevailing rate of pay for such work. Union will agree to abide by the WCB Act, and all related legislation.

ARTICLE SEVEN

Wages

7.01 — The wage rates will be as set out in Schedule “A” of this Agreement.

7.02 — Employees required to work on the second (B) or third (C) shifts will receive a shift premium as follows:

Effective Date	“B” Shift	“C” Shift
October 1, 1991	.98	1.25
October 1, 1992	1.02	1.29
October 1, 1993	1.07	1.33

7.03 — (a) Employees shall be paid weekly. Payment for the previous week’s work will be made by cheque and distributed to employees at the end of their respective regular fourth shift within the regular work week with the exception of “B” shift employees, who shall be paid on Wednesdays. If a regular pay day falls on a holiday, employees shall be paid on the preceding day. When a holiday falls on a Friday, “A” shift employees will receive their pay at the end of their shift on Wednesday. For Payroll purposes, the regular payroll week will commence with Saturday “C” shift work and expire with the completion of the following Friday “B” shift work.

(b) In the event that a regular pay cheque shortage **exceeds** two (2) hours pay gross, the employee affected will receive a separate adjustment within twenty-four (24) hours.

7.04 — Deductions from wages, except those required by law and by agreement with the parties to this Agreement shall only be valid with the written authorization of the employee involved. Exceptions will be errors in calculations or garnishees, and in those cases he will receive an explanation in writing of **why** the deduction is being made at least **one (1)** week prior to **the** deduction taking place.

ARTICLE EIGHT

Incentive Plan

It shall be the responsibility of the Company to establish and make justifiable revisions to production standards in a fair and equitable manner and to administer the incentive plan as provided for in this Article.

8.01 — (a) The Incentive Plan is designed to yield an opportunity **to** increase earning by approximately forty **(40%)** per cent over the base rate effective November 1, 1983. Standards established are based on the capability of the normal qualified experienced operator on the job. 100% represents normal, acceptable performance is 115%, performing according to the methods, conditions, and circumstances that exist at the time the study was made for the purpose of establishing the production standard.

(b) It is understood and agreed that **the** base rate for incentive jobs shall be **the** negotiated base, which shall

be used for the purpose of calculating incentive earnings. It is further agreed that incentive earnings shall be calculated so that for each one (1%) per cent increase in production in excess of the established incentive standard, the employee shall receive an equal percentage increase in pay using the negotiated base rate as a base. There shall be no ceiling on incentive earnings.

8.02 – (a) The Incentive Plan will be applied on an individual basis except for group operations that are dependent upon one another. An operation performed or a series of operations performed progressively on a part or parts is considered as one and the same job. In which case, incentive earnings shall be computed from the control or slowest operation established.

(b) The Company will maintain incentive standards only on jobs and operations presently recognized as incentive as per Schedule "A". Any changes, additions, or deletions of jobs and operations presently recognized as incentive will be discussed with the Union prior to implementation.

(c) In establishing work standards, the Company will do so on the basis of fairness and equity and these standards will be consistent with the quality of workmanship, efficiency of operations and reasonable working capacities of the normal operator. All standards shall give due consideration to the quality of workmanship required.

8.03 – (a) A production standard shall not be considered to be established until it is posted at the work centre. A handwritten ODL, may be issued at the work centre and will constitute an established rate until

the formal ODL can be generated. Incentive standards once established will remain unchanged unless there is a change or accumulation of changes in methods: tools, materials, equipment or quality requirements which would change a standard by 5% or more; or unless mathematical errors in setting standards justifies revision.

(b) Changes of less than 5% shall be accumulated and recorded when these changes total 5% or more the standard will be changed. When there is a method change of 5% or more, an accumulation of changes of 5% or more, just the elements of the standards that are changed will be revised. The union will be given a copy of changes or accumulations of changes.

(c) An accepted standard shall not be changed merely because of an identification change in name, symbol, or number on any materials, parts or operations.

(d) Layout Sheets will be updated and kept at the workcentre.

8.04 – It is understood employees are expected to follow prescribed methods established for incentive jobs in Butler Metal Products. However, employees through their own skill and effort will be allowed to alter such methods to increase their earnings. It is understood that where such alternate methods are inaugurated by employees, the safety and quality requirements specified by the Company will be adhered to. These safety requirements will include the safe operating procedures for tools and equipment. Such alternate methods shall not be interpreted as a job change as defined in Article 8.03.

8.05 — (a) All standards shall include appropriate allowances to compensate for non-productive time related to the satisfaction of personal needs, rest to overcome the effects of fatigue, unavoidable delays, machine or process control, and such other allowances as may be appropriate for a particular operation. Incentive work standards on any incentive job will include an allowance of 26 minutes for rest periods and wash-up, 30 minutes for personal relief and fatigue and 10 minutes for unavoidable delays. All breaks and allowances now in effect shall be continued.

(b) Efforts must be made to co-ordinate PFD expenditures on multi-operator jobs.

8.06 — Machine or process controlled elemental time shall be set and recorded to conform to safety and quality standards and shall be inserted in the work standard by levelling the machine control time at one hundred and forty (140%) per cent effective November 1, 1983.

8.07 — During a working day, provision for payment of down-time at a hourly rate shall be provided. This time is to be punched as the down-time occurs and signed by the supervisor. All changes to production tickets or time cards will be explained to the employee(s) affected. If a change is made prior to an employee completing his shift, it shall be initialled by at least one of the employees affected. Every effort will be made by the supervisor to approve down-time during the shift on which the down-time occurs. When reasonably practicable, approximately 1/2 hour prior to the end of the shift the production supervisor will make a tour of his respective department to ensure that all legitimate down-time is approved.

Legitimate down-time which **occurs** during **the** last one-half (1/2) hour of the shift should be brought to the supervisor's attention by the employee(s) **affected**. Any changes in down-time made by the supervisor shall be **shown** and explained to the **respective** employee(s) on their **next** scheduled shift.

8.08 — (a) **In** establishing fair and equitable standards, for all future studies, the Company will use **standard** data and continuous stop watch **method**. **All** restudies will be made by the continuous stop watch method, and/or standard data, and/or **datamyte**, **which** will be applied **after** the Union Time Study Rep. has completed company training and instruction and he is in the **process of** or qualified by a **recognized** institution. Equipment required will be made available **to** the Union Time Study Representative **upon** request.

(b) **A** production standard established in accordance with (a) **above**, may **be challenged only after it has** been given a fair **trial** by an experienced operator. **A fair trial** shall not be in **excess of** five (5) days after notification **to** the employees involved. Further, such trial must be a **minimum of** four (4) hours.

(c) A challenge **of** a standard shall **be considered as** a complaint **and** shall be processed in accordance with Article 5.10. **The Union** shall have the right to **have** the Union Time Study **Representative study** the **work standard** at any **step of** the **grievance procedure** except the complaint step as **per** Article 5.10. The Union **may** request a joint study **to be taken prior to Step Two** (2). **Such** study may include a study by **a** representative of the National Union.

(d) A challenge of a standard may be directed at the standard itself or any aspect of it and may include a challenge as to the validity and/or reliability, of the work measurement method employed, and/or of the data obtained thereby, and/or of the application of the data to the standard under dispute.

8.09 — In the event that the Company established new or revised standards or checks a standard which is in dispute the following procedure will apply:

(a) Prior to the time of study, the time study man shall:

(i) Inform the worker(s) who is to be studied in advance that such an event is to take place.

(ii) Ensure that the operation is standardized in all respects.

(iii) Ensure that the worker(s) to be studied is trained in the method, one who regularly performs the operation and who is assigned to the classification or work centre and who is working on the job to be studied. Students or part-time employees will not be studied.

(iv) Ensure that job conditions existing at the time of the study are properly representative of those which will exist in the future.

(v) Record in sufficient detail on the observation sheet all conditions pertaining to the operation so that the operation could be, if necessary, reconstituted in the future.

(vi) Prepare on the observation sheet a written elemental analysis of the operations, which shall consist of a detailed description of the method being used at the time of the study, including a sketch of

the work-place layout; distinguish between elements which are manually controlled and those which are machine or process controlled; carefully record the elemental break-off points.

(b) During the time study, the time study man shall:

(i) Record on the observation sheet all observed performance times for cycle, non-cycle and foreign elements.

(ii) Record on the observation sheet any unusual circumstances or occurrences which might have an effect on the results of the study.

(iii) Rate the performance of the individual or group under observation and record such ratings on the observation sheet.

(iv) Determine and record the job allowances deemed appropriate for the operation under study.

(v) Have the operator(s) who were studied sign the study sheet to acknowledge that they have been shown and told their performance rating on the observation sheet, and a copy sent to the Union Time Study.

(c) At the conclusion of the time study, the time study man shall calculate the standard according to the following procedure:

(i) Disregard no watch reading obtained during the study unless a clear explanation for any strike-out appears on the observation sheet.

(ii) Use the simple average of the observed performance times less strike-outs for each element in determining the average of the reading for each element.

(iii) Apply the proper frequency of Occurrence to the average of the readings for each element to obtain average elemental time per cycle.

(iv) Apply the performance rating factor to each average elemental time per cycle for manual elements to obtain standard time per cycle for manual elements. In no case shall performance below eighty (80%) percent be used to establish a standard.

(v) Subtract from 60 minutes the assigned job allowances expressed in minutes of expected non-productive time per hour to obtain the minutes per hour available for production.

(vi) Divide the minutes per hour available for production by normal cycle time to obtain pieces per hour at normal pace for the operation.

8.10 — It is understood that revised standards shall be based on the principle that any changes in standards shall permit the same incentive earnings opportunity as existed under the accepted original standards. The procedure for determining whether or not a change increases or decreases the standard time per piece shall be as follows:

- (a) The time study man shall prepare at the job site a written statement of the conditions of the changed job and compare them with the conditions of the original job.
- (b) He shall prepare at the job site a written statement of the elemental description of the changed element and compare it with the elemental description for the original job.

- (c) In accordance with other provisions of this article, a time study shall be made only of those elements of the operation which have been directly affected by any changes in conditions or method.
- (d) The time study man shall set up a comparative data sheet showing the elements of the operation which have been directly affected, by any change(s) how they have been affected, and the normal times for each element that existed before the change(s), and the normal time after the change(s).
- (e) He shall examine the comparative data sheet and determine whether or not the difference in the normal time for those elements directly affected by the change(s) reduces or increases the normal time per piece which existed prior to the change(s).
- (f) Any changes in the standard due to mathematical or clerical errors shall be confined to the correction of the mathematical or clerical error after notification to the Union within a reasonable period of time.

8.11 — In the event of the Company establishing a new or revised work standard the Company will, on request, furnish the Union Committee with all necessary information concerning the change. A copy of all rate changes and changes in any element of a rate will be given to the Union.

8.12 — An incentive worker shall be paid A.H.E. (Average Hourly Earnings) when any of the following conditions exist:

- (a) He is instructed to continue working on his normal job with non-standard material, faulty dies and/or malfunctioning equipment.

- (b) He is specifically instructed to train *new* employees.
- (c) He is instructed to work on a new incentive job where no standards have been established.

When A.H.E. (Average Hourly Earnings) has been approved, all the run time, scheduled breaks and downtime, will be paid A.H.E. (Average Hourly Earnings) rate.

8.13 — Workers who are performing operations which are designated as incentive operations shall be paid according to the following procedure:

- (a) Incentive earnings shall be computed for each job on a daily basis. The standard on each job shall stand on its own merits and in no case shall incentive earnings on one job be used to equalize production below the incentive level on any other job. Each employee shall receive on each job his earnings on incentive or the base rate for the job multiplied by the number of hours worked, whichever is higher.
- (b) When performing work which is OR standard, a worker shall receive 1% of his base rate for each 1% increase in production beyond standard production as specified in the standard.
- (c) Incentive standards which have been accepted shall be changed only in accordance with the provisions of this article.

8.14—An incentive worker is expected to meet established work standards when working under conditions and circumstances similar to those which existed when the standard was established. It is understood these work standards include safety and quality requirements specified by the Company

8.15 — When an employee is assigned to run a job where the quantity of the production release issued is such that less than two (2) working hours are required to produce such quantity, the job shall be designated as “Short Run” and the employee shall receive off A.H.E (Average Hourly Earnings) while performing such job.

8.16 — Company convenience will be paid at base rate, plus 30% , plus add-on, plus current COLA and shift premium.

ARTICLE NINE

Hours of Work

9.01 — (a) Hours of work for Butler Metal Products. excluding Skilled Trades:

Day shift - 7:00 am to 3:30 p.m.

Monday through Friday

Half hour (1/2) unpaid lunch

Afternoon Shift - 4:30 p.m. to 3:00 a.m.

Monday through Thursday

Half hour (1/2) unpaid lunch

Those employees that are involved in a process, line or equipment requiring 24 hour a day production will be on the following schedule:

(b) Hours of work when three shift operation required :

Day Shift - 7:00 a.m. to 3:00 p.m.

Monday through Friday

Twenty (20) minute paid lunch.

Afternoon Shift - 3:00 p.m. to 11:00 p.m.

Monday through Friday

Twenty (20) minute paid lunch.

**Midnight Shift - 11.00 p.m. to 7.00 a.m.
Sunday through Thursday
Twenty (20) minute paid lunch.**

(c) There shall be no overlapping shifts. Shifts shall be on a non-rotating basis, except where mutually agreed otherwise or as noted elsewhere in this agreement.

(d) All of the above shifts will have two ten minute breaks per day, with the exception of the "B" shift which will receive one ten minute and one fifteen minute break when working scheduled ten hour shift Monday through Thursday. When working six (6) hours weekend overtime, employees will be entitled to a ten (10) minute break at the second hour and a ten (10) minute break at the fourth hour of the Overtime Shift.

(e) The present schedule of break times shall be maintained during the life of this agreement except where otherwise arranged in the Collective Agreement. Any changes will be discussed with the Union.

9.02 —It is understood that the provisions of this article shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week, nor can the employer guarantee that it will schedule forty (40) hours per week.

Overtime

9.03 — (a) Time and one half will be paid for all hours worked beyond the employee's normal starting and quitting time in any regular work day provided he has worked his full shift. Authorized time off will not jeopardize the employee's over time.

(b) Time and one half shall **be** paid for the first **eight** hours worked on a Saturday and double time thereafter.

(c) In case of employees **whose** work week **consists** of **ten** hour shifts they **will** be paid as follows:

The fifth shift worked in a **week** they **will** receive time and one half for the first eight hours. For the **sixth** and seventh shifts worked in a week they **will** receive ~~twice~~ **twice** their rate.

(d) Double time shall be **paid** for all hours worked on Saturday "**B**" Shift **and** **Sunday**.

(e) Overtime premium shall **be** paid regardless of the hours worked **during the** regular work **week**.

(f) Incentive employees shall receive the applicable overtime premium **for** incentive earnings **on** all overtime **worked**.

(g) A shift **starting** on or after 11.00 p.m. on **Sunday** is the Monday shift and so forth.

9.04 — Lieu days **will** be **provided** on the following basis:

(a) **When** an employee **works** overtime he will be credited with time, all or a portion **of** accumulated **O/T** hours **worked during** that contract year.

(b) **An** employee **who wishes** to take advantage **of the** overtime lieu days must sign an authorization form prior to the previous **week ending** the overtime worked.

(c) **It** is further understood **that** lieu time shall be accumulated up **to** a **maximum of** ten (10) eight (8) hour **days or** eight (8) ten (10) hour days in any one contract year. Such lieu days may **be taken** either individually or **together**.

(d) It is understood that when employees request their lieu days off the Company will endeavour to accommodate employees' needs in this respect. The Company will supply a reasonable explanation if employees are not granted the dates requested and the Company will provide other dates available to the employee for his selection.

9.05 — It is recognized that the Company has existing regular shifts with *starting* and/or quitting times that vary from the above to facilitate production. Such shifts may be maintained during the term of this Agreement. Any change of starting or quitting times of regular shifts will be discussed with the Union, at least two (2) weeks prior to the implementation, subject to production requirements. The union shall be given ample time to discuss alternative arrangements that will be reviewed by the Company. If these alternatives prove to be viable to the company then the Company shall implement them.

9.06 — All employees shall be permitted to have two (2) three (3) minute wash up periods, one at the end of each half shift, without deduction from pay.

It is understood that at the end of each half shift in lieu of the above wash up period an employee may elect to clock out and leave the premises early. It is further understood that employees must remain at their work stations prior to the commencement of the wash period. Any abuse of this provision may result in disciplinary action being taken.

9.07 — (a) Rest periods shall be as laid out in Article 9.01. For jobs that run continuously the supervisor will

make every effort to notify employees within the first hour of **the** shift of what breaks they are scheduled to take.

(b) There will **be** a five **(5)** minute paid rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift, provided the overtime will be at least two **(2)** hours duration; there will be a ten minute paid **rest** period at the end **of** the two **(2)** hours overtime, provided the overtime extends beyond such two **(2)** hours; and a twenty **(20)** minute paid lunch period four **(4)** hours after the commencement of such overtime, provided the overtime is in excess of four **(4)** hours.

(c) In-lieu of the three **(3)** minute wash up **period** at the **end of the** regular shift the employee shall **take such wash up period** at the conclusion **of his** overtime assignment.

(d) *The* Company shall schedule overtime on six **(6)** hour shifts unless the employees agree otherwise. Breaks and **lunch periods shall be as outlined in 9.01 (d)**.

9.08 – (a) Overtime shall be on a voluntary basis.

(b) For the purpose of equitable overtime **the** Company will give at least twenty-four **(24)** hours notice **of** overtime through the **regular work** week. Notice of weekend **overtime shall be given** no later than the Thursday for **“A” shift and for “B” shift** no later **than the** end of the second hour of their Thursday shift, preceding the overtime period.

(c) Overtime **shall** be equitably distributed among employees who have the least **amount** of overtime hours

in *the* classification in the department on the shift in the plant requiring overtime. Overtime shall be kept within a twenty-one (21) hours variance at any one time. When two (2) or more employees have an equal amount ~~of overtime~~ the most senior employee will have the first opportunity to work overtime.

(d) An employee who refuses to work overtime provided he has received the proper notification as per 9.08 (b) shall be charged with the overtime hours as scheduled and the opportunity to work overtime shall be passed on to the next employee.

An employee who is absent from work for any reason when overtime is being distributed and who would have been requested to work, shall be charged with the overtime hours so scheduled. Absent from work shall mean any absence other than Company related business or Union business. It shall be the responsibility of the employee to indicate his request to work overtime to his Supervisor in writing prior to his leaving the plant.

The charging of overtime hours does not apply to the Company scheduled summer shutdown period.

(e) A *canvassed* list of employees who refused or accepted to work shall be given to the Union Representative four (4) hours prior to the end of the last shift preceding *the* overtime shift. Any objection raised by the Union Representative and acted upon by the Company will not become the subject of a grievance and no *grievance* will be processed if no objection was raised by the employee or the Union one hour prior to the end of the shift. *Any* violation of Article 9.08 (c) will result in payment to the affected employee for

overtime hours lost at the applicable rate provided the employee and/or the Union Representative raised the objection at least one (1) hour prior to shift end.

(f) Overtime records shall be maintained using the present format in all departments. These records shall be made available to the Union on a weekly basis.

(g) Any employee entering a classification shall take the average overtime hours in that classification for the purpose of equitable distribution. When an employee is refused or declines a posting, he will revert to his former classification with his original accumulated overtime hours plus any accumulated hours in his trial period.

(h) The regular work week for the purpose of distributing over time shall run from Monday to Sunday

(i) If the Company is unable to obtain sufficient employees among those employees in the classification, the opportunity will be given to the backup employees, then other employees with the least amount of overtime on the same shift in the department in the plant and then within the other departments in the plant who are capable of performing the work to be done without training.

(j) If an employee reports for his scheduled overtime assignment and the job he was scheduled to run subsequently is not available or breaks down during the course of the shift, and is not expected to start up for the remainder of that shift, and there is no other work available for him in that classification then he will be allowed to leave and if he does he forfeits his right to reporting allowance per Article 9.10.

9.09 -- An employee accepting an overtime assignment shall be paid at the rate of the job which is to be performed on the overtime, regardless of his normal rate of pay during the regular hours.

9.10 -- (a) If an employee reports for work at the regular scheduled time for his shift, he will be entitled to a minimum of four (4) hours work or pay at his regular straight time hourly rate, unless he was previously notified not to report for work or unless the unavailability of work is due to conditions beyond the control of the Company.

An employee who reports late for work shall receive the same entitlement minus the time he is late for work.

(b) In emergency situations where there is no scheduled shift to follow the complete shift, for purposes of completing the job, employees in the plant may be scheduled for up to two (2) hours overtime without regard to the provisions of Article 9.08(b). The Union Committee person will receive prior notification and all overtime hours will be charged to the employee. This Article (b) refers to Fridays only.

Call In Allowance

9.11 -- When an hourly rated employee has left the premises, either after completion of his normal shift or after having discharged the special duties which he has agreed to perform for the Company and is called upon to return to the plant within twelve (12) hours of the phone call (and prior to the time regularly scheduled for him to resume his duties) he shall receive pay as follows:

(a) **For** the first hour, or **any** part thereof so worked he shall receive four (4) hours pay at his regular hourly rate.

(b) **For** all time worked in excess of one (1) hour he shall receive pay **at** his regular hourly rate, subject to overtime, holiday, or Saturday or Sunday premiums where applicable.

The above shall apply for other than **pre-arranged** overtime.

9.12 — In **the** event the Company requires employees to perform inventory, it will select first the employees in the classification of lift truck and inspection by seniority. After selecting those employees the Company will post a list for other employees to perform inventory and will choose by seniority those employees **who** have indicated their wish to work during the inventory period. Those employees who perform inventory will be **paid** their hourly **rate**.

ARTICLE TEN

Holidays and Vacation With Pay

10.01 — seniority employees shall be entitled to the following paid holidays.

New Year's Day	Christmas Eve Day
Heritage Day	Christmas Day
Good Friday	Boxing Day
Victoria Day	Dominion Day Floater
Dominion Day	Three Floating Holidays
Civic Holiday	Two Personal Floating
Labour Day	Holidays
Thanksgiving Day	

The 1991 Christmas and *New Year's* shutdown will be scheduled as follows:

December 23, 24, 25, 26, 27 (and weekend 28, 29), 30, 31 and January 1, 1992 returning to work on Thursday, January 2, 1992.

The 1992 Christmas and New Year's shutdown after working December 23, will be scheduled as follows:

December 24, 25, (and weekend 26, 27) 28, 29, 30, 31, January 1, 2, and 3, 1993 returning to work Monday, January 4, 1993.

The 1993 Christmas and New Year's Shutdown after working December 23, will be scheduled as follows:

December 24, (and weekend 25, 26) 27, 28, 29, 30, 31, returning to work Monday, January 3, 1994.

Due to varying shift schedules arrangements will be agreed to prior to each Christmas shutdown.

The observation of the additional floating holidays will be as follows:

- (a) One (1) day to be observed ~~W e e n~~ October 1 and March 31 and the other between April 1 and September 30 in each contract year.
- (b) Employees will be granted permission by seniority, but the Company will *not* be obliged to grant the requested holiday to more than ten (10) employees or ten (10) percent of the employees, whichever is the lesser. in any one department at one time.
- (c) In order to receive payment for the holidays an employee shall:
 - (i) Observe the holiday(s)

(ii) Present his request for a particular day to his immediate supervisor, in writing, at least two (2) weeks in advance.

(iii) Employees unable to observe such holiday(s) due to illness or injury shall receive the holiday(s) payment on April 1 and October 1.

(iv) If an employee books his P.P.H. day in accordance with the above and then gets laid off he will be entitled to payment.

10.02 — Holiday pay for eligible employees will be computed on the following basis:

- (a) Non-incentive employees shall receive their regular *straight time* rate of pay plus COLA plus applicable shift premiums for hours scheduled.
- (b) Incentive employees shall receive Average Hourly (A.H.E.) plus COLA plus applicable shift premiums for hours scheduled.
- (c) All holidays falling on Friday shall be observed on Thursday for the afternoon shift, unless on a three (3) shift operation, then they will be observed on Friday.
- (d) Employees transferred from an incentive classification to non-incentive or vice versa shall be paid under paragraph (a) or paragraph (b) above in their new classification.

10.03 — (a) In order to qualify for each paid holiday, an employee **must** work the full scheduled shift immediately preceding and immediately following the paid holiday unless absent for a reason acceptable to the Company. It is understood that lateness will not disqualify an employee under the above.

In the event that two (2) or more consecutive holidays are being observed, an employee who fails to qualify for payment on only the day immediately preceding or immediately following the holidays, shall lose payment for one (1) of the number of paid holidays being observed. Notwithstanding the foregoing, the Company maintains *the* right to discipline in the event of an unjustifiable absence.

(b) In the case of layoff, an employee will be deemed to qualify for holiday pay if his last scheduled shift or subsequent shift is within thirty (30) calendar days of the paid holiday being observed.

(c) In the case of an approved sickness and accident or Worker's Compensation claim, the Company will pay the difference between the amount of benefit which he would normally receive for the respective holiday. However, such make-up will only be paid for holiday which occur within ninety (90) days of the last shift worked by the employee.

(d) In the case of an approved Union leave of absence, the employee will be deemed to have qualified for full holiday pay provided that the commencement of such leave of absence was within sixty (60) days of the respective holiday. It is understood, however, that this provision does not apply to leaves of absence granted under Article 12.06 (a).

(e) When a paid holiday(s) specified above falls within an employee's vacation period he shall be paid for such holiday(s) and shall be given an extra day off at the end of his vacation period at which time he shall receive payment for such day.

10.04 — If a paid holiday listed above is proclaimed on a day other than the traditional calendar day, the proclaimed day will be recognized as the paid holiday.

10.05 — An employee required to work on the actual day observed as a plant paid holiday will be paid for authorized work on such said day at the rate of two times (2x) his regular straight time rate of pay in addition to any holiday pay to which he may be entitled.

10.06 — (a) For purposes of this section the vacation year is the period beginning July 1 and ending June 30; total earnings shall be comprised of regular straight time hourly wages inclusive of incentive earnings, cost of living allowance, vacation pay, overtime, night shift premium and holiday pay.

(b) It is understood and agreed that the Company must reserve the right to schedule the taking of vacations. Recognizing its responsibility to allow employees to plan their vacation, the Company will post a schedule of the plant vacation period by March 1st. Employees shall indicate their vacation preference not later than March 31st. The Company will notify employees of their annual vacation dates not later than April 30th.

Employees entitled to more than two weeks vacation shall normally take two (2) weeks at the time of the plant vacation and for the balance, the Company will endeavour to accommodate employees on the basis of seniority.

An employee required to work during the normal vacation period will be so notified by April 30 and when reasonably practicable will be given subsequent preference by seniority for his vacation period.

(c) An employee **who** has not indicated his vacation preference by **March 31** must subsequently provide the Company **with** one month's **notice** of his desired vacation dates. The Company will respond to such request **within** one (1) week of its receipt. If it is not possible to accommodate the request, **the** employee shall select other vacation dates **still** available at the **time** of the request. In cases of denied **July** and August vacation requests Management and **Union** agree to meet and discuss potential resolves.

10.07 — (a) Employees with less than one (1) year's **continuous** service as of **June 30** of the current vacation year shall be entitled to vacation pay in accordance **with** the provisions of the Employment **Standards** Act. **They** shall also be entitled to one day of vacation for every **month** worked, to a **maximum** of five (5). This **may** be granted after accumulation with thirty (30) days notice.

✓ (b) Employees who have completed one (1) year of continuous **service as of June 30** of the current vacation year **will** receive two (2) **weeks** vacation at **4%** of total earnings.

(c) Employees **who** have completed three (3) **years** of continuous service as **of June 30** of the current vacation year will receive two (2) **weeks vacation at 5%** of total earnings.

(d) Employees who have completed five (5) years of continuous service as **of June 30** of the current vacation year will receive three (3) **weeks vacation at 6%** of total earnings.

(e) Employees who have completed eight (8) years of continuous service as of **June 30** of the current vacation year will receive **three (3) weeks vacation at 7%** of total earnings.

(f) Employees who have completed c
of continuous service as of June 30 o,
vacation year will receive four (4) weeks
8% of total earnings.

(g) **Employees who have completed seventeen (17)**
years of continuous service as of June 30 of the current
vacation year will receive four (4) weeks vacation at
9% of total earnings.

(h) **Employees who have completed twenty (20)**
years of continuous service as of June 30 of the current
vacation p a r will receive five (5) weeks vacation at
10% of total earnings.

10.08 — An employee who has earned a vacation under
the terms of this Article and is terminated or quits,
from active employment **shall** receive any unpaid
vacation allowance due him. When an employee has
worked sufficient time **to draw** vacation pay and dies,
the surviving spouse, **children**, or **estate shall be**
entitled to his vacation pay.

10.09 — Vacation entitlement earned as of June **30th**
must be taken during the following vacation year (July
1 – June **30**) **and cannot accumulate to be taken in any**
subsequent vacation years. An exception shall be made
for employees who have **suffered** a recent lengthy lay-
off **or other** lengthy absence of **1000** hours **or** more.

Any employee may request his vacation four (4)
months prior to the vacation year **provided he makes**
written application **to** his supervisor thirty (30)
calendar days in advance and such **request** shall be
granted in conjunction with Article 10.06 (b).

10.10 — **Should an employee in any of the categories**
in clause 10.07 of this Article, **who** has worked and

experienced during the year preceding the vacation year: a leave of absence due to illness or accident in excess of thirty (30) continuous calendar days, he will, dependent upon his length of service, be paid the greater of the applicable percentage of his total earnings or a stated number of hours as provided below.

Should an employee in *any* of the categories in Clause 10.07 of this Article, who has worked a minimum of 1,000 hours, and experienced during *the* year preceding the vacation year a layoff in excess of thirty (30) continuous *calendar* days, will, dependent upon his length of service, be paid the greater of the applicable percentage of his total earnings or a stated number of hours pay as provided below:

- (a) eighty (80) hours
- (b) one hundred (100) hours
- (c) one hundred and twenty (120) hours
- (d) one hundred and forty (140) hours
- (e) one hundred and sixty (160) hours
- (f) one hundred and eighty (180) hours
- (g) two hundred (200) hours

at his classification rate for a non-incentive employee and A.H.E. (Average Hourly Earnings) for an incentive employee.

For the purpose only of calculating minimum hours worked, hours paid for holidays not worked, jury duty, bereavement leave, Union leave and also hours absent while on Worker's Compensation, shall be considered as hours worked.

10.11 — Employees who have completed their 5th, 12th or 20th years of continuous service between July 1 and December 31, of the current vacation year shall be

permitted to **take** the additional vacation time with the additional vacation pay after their seniority date but prior to December 31.

ARTICLE ELEVEN

Health & Safety

The Company **recognizes** its obligations to provide a safe and healthy working environment for all employees.

The Union recognizes its obligations to cooperate in maintaining and improving a safe and healthy working environment.

The Company and the Union agree to comply with the Occupational Health and Safety Act 1978 and Regulations, for Industrial Establishments, and such amendments to same which from time to time become Law.

The parties agree to use their best efforts jointly to achieve these objectives.

11.01 — A Union Management Health and Safety Committee will be established and maintained during the life of this Agreement. Each party shall **be** represented by appointing two (2) members per shift to the Butler **Metal** Products Committee.

11.02 — The functions of the Union members of the Health and Safety **Committee** will be **as follows**:

(a) **Meet** bi-weekly at a mutually agreed time **and** place with Company Health and Safety Representatives **to** review Health and **Safety** conditions **within** the plant and to make recommendations **as** are deemed necessary **or** desirable.

- (b) To **make** regular inspections not more frequently than once a **week** of the plant to assure there is a **safe, healthy and sanitary working** environment.
- (c) For purposes of making Health and **Safety** inspections, the National **Union Safety** Health Representative **will** with proper advance notice have **access** to plant **and** locations where members of the Union are **employed**.
- (d) Receive prompt notification **of** any **fatalities of** serious injury resulting from work related accidents.
- (e) Receive the accident report covered in (d) above.
- (f) Review, recommend and participate in the development **of** plant **safety**, education and information programs and employee job related **safety** training programs.
- (g) The Company will **make** available sampling and **monitoring** equipment for measuring noise, carbon monoxide and air flow, **etc. When** the conditions in the plant **indicate** a **need** to **conduct** tests **with** such equipment such tests will be performed jointly.
- (h) Accompany the Government Health and Safety Inspector **during** his regular inspections and receive a copy **of** any **orders issued by** the **Government Inspector as a** result of such inspections.
- (i) Appointed co-chairman for the committee will actively participate in all **aspects of the Committee's mandate as outlined in** the Butler **Safety Program** and Occupational Health & Safety Act. The Co-Chairman will **have** the opportunity to sign-off the Butler **Safety Manual**. The appointed co-chairman is **not** accountable for any procedures that he **deems**

are **outside his a m of authority** and he chooses not to sign.

11.03 — When the **Company** requires the use of special equipment or **clothing by an employee**, such equipment or clothing will be provided **by the Company** at no cost to **the** employee. **The Company** agrees to maintain present practices and review the **total** situation with the Union with mutual agreement on **any** additional requirements.

11.04 — The **Company** will continue to **disclose** identity **of** all known physical agents or toxic materials to which workers are exposed, **including** symptoms, medical remedies and antidotes at **the** request of the **Union**.

11.05 — The **Company** agrees to have qualified **first aid** attendants on all shifts.

11.06 — the **Company** shall provide access to **the** joint Health and **Safety** Committee and the **representatives** thereof **to** accident reports and whether Health **and** Safety records **as** prescribed in the Occupational **Safety** and **Health** Act.

11.07 — (a) If an employee is injured on the job he will be paid **his Average Hourly Earnings (A.H.E.)** for an incentive employee, or his regular rate for an **non-incentive employee**, **plus the cost of living allowance** for the balance of **the** first shift **on** which he **has** been **sent home or** to a hospital or **doctor** by the **medical** staff of the **Company** **because** of an industrial accident or illness.

An incentive employee shall be paid hourly rate for time **that he requires to** be treated by the **Company's** medical staff.

(b) If an employee is injured in the plant and the Company wishes to temporarily place him on a job within his capabilities the employee shall be paid the equivalent of his Average Hourly Earnings (A.H.E.) for an incentive employee or his regular rate for a non-incentive employee. The employee shall suffer no loss of pay.

(c) Employees returning from Worker's Compensation with a temporary partial disability shall be paid 90% of A.H.E. (Average Hourly Earnings) for incentive work or 90% of Hourly rate.

(d) If the Company requires an employee to travel to the hospital, doctor's office and then back to the plant or his home, then the Company will arrange and pay for the transportation.

An employee will be paid his Average Hourly Earnings (A.H.E.) for an incentive employee or his regular rate for a non-incentive employee for time lost due to subsequent treatment related to an industrial accident when such treatments are arranged during the regular working hours and approved by the Company in advance by the Company nurse or her designate.

11.08 — The Union agrees to treat in a confidential manner all data, information or reports supplied to the Union.

11.09 — (a) The Company will provide to an employee who is exposed to potentially harmful agents or toxic materials, at no cost to him, those medical services that are deemed necessary by his doctor to determine whether the health of such employee is being adversely affected. Also to provide the specific test required for employees in jobs with special physical requirements.

(b) The Company will provide to each employee for his physician, upon written request **of** the employee a complete report of the results of any such test **or** examinations, and will review ~~the~~ test results with the employee prior to release.

~~11.10~~ — The procedures established in the Health and Safety program shall not preclude **the** right of any employee to file a grievance at Step 1 of the grievance procedure. The **primary** responsibility of resolving differences involving Health and Safety matters remains with the **Management** and Union Bargaining Committee.

11.11 — No employee will be disciplined in the event **that** he **has** complied **with** the Occupational Health and Safety Act 1978 as it is now written or hereafter, amended. 6

11.12 — Employees must observe the Safety Rules as written or **as** may be amended **from** time to time and use the safety equipment provided for their safety. Failure to follow Safety Rules is a serious offence and violation of the same will be **subject to** discipline and the grievance procedure.

11.13 — The Company will pay \$65.00 effective Oct. 1/91; **for safety shoes** for all seniority employees. Such payment shall be limited to one (1) pair per contract year. New employees must provide themselves with approved safety shoes, and the Company will reimburse them as per **above** for such new shoes upon their **attaining** seniority. The Company shall replace **or** repair without **cost to the** employee, **safety shoes** which are **damaged** due to an accident which occurs during the course **of** employment

11.14 — The Company reserves the right to formulate and publish from time to time Rules and Regulations regarding the safe operation and use of machines, or equipment. The Company agrees to discuss these Rules and Regulations with the Union prior to implementation.

11.15 — The wearing of safety glasses is compulsory in all areas of the plant. The Company will provide one (1) pair of safety glasses (standard quality) to all employees. Upon leaving the Company, the employee will either return the glasses or pay for the same at a price to be established by Management. The Company will pay the full cost of providing the first pair of prescription ground safety glasses, and safety frames with side shields once every thirty six (36) months for all seniority employees requiring them. The company shall repair without cost to the employee any safety glasses that are accidentally broken or damaged during the course of employment or if a new prescription is required. It must be definitely established through investigation that the said glasses were broken in the course of the employee's regular work and not from a person's negligence or carelessness on the part of the employee. Safety frames will be limited to the following maximums for purchase, repair or replacement. Effective Oct. 1/91, \$50.00; effective Oct. 1/92, \$55.00; effective Oct. 1/93, \$60.00.

11.16 — Any fixtures, jig, or moving machine which is in an unsafe or hazardous condition shall be "red-tagged" and taken out of use until it is made whole. Locks to be issued to all trades employees at time of hire.

11.17 — The wearing of hearing protection will be compulsory in those areas of the plant designated by the Joint Health & Safety Committee. The Company will provide initial hearing protection at no cost to employees working in designated areas and will replace, repair or cause to be repaired without cost to the employee any hearing protection that is accidentally damaged or worn out during the course of employment. It must be definitely established through investigation that the said hearing protection was broken in the course of the employee's, regular work and not from personal negligence or carelessness on the part of the employee.

11.18 — The Company will maintain stretcher stations in the plants as established by the Joint Health & Safety Committee.

11.19 — In each year of the contract there will be a full plant fire evacuation drill. This will be held on all shifts. The date and time of such drill is to be determined by the Company,

11.20 — A Union member of the Health & Safety Committee is entitled to such time from his work as is necessary to attend Safety Committee meetings and to perform as provided in Article 11 and the time so spent shall be deemed to be worked time for which he shall be paid by the Company at his regular rate for a non-incentive employee or Average Hourly Earnings (A.H.E.) for an incentive employee.

11.21 — The Joint Health & Safety Committee will establish ongoing training programs for employees classified as press operators and fork-lift operators including back-up employees,

The Joint ~~Health~~ & Safety Committee will establish procedures to be followed by employees and production supervisors to ensure that proper ~~reporting~~ and prompt corrective action is initiated when possible ~~unhealthy~~ or unsafe conditions are observed or unsafe acts are engaged in.

11.22 – The **Company** agrees to provide laundered protective clothing to employees as follows:

Quality Control - One Shop Coat **per week**.

Automatics **Operators, Diesettors & Maintenance Helpers** - **Two** pair of Coveralls per week.

Skilled Trades - Two **shop Coats** or **two** pair of Coveralls per week.

ARTICLE TWELVE

~~Bereavement, Jury Duty, And Leave of Absence~~

~~12.01~~ – (a) **An employee with seniority who is summoned and reports for Jury Duty or who has been summoned and reports as a crown witness as prescribed by applicable law, shall be paid by the Company, an amount equal to the difference between the daily jury or witness fee paid by the court (not including travel allowance or reimbursement of expenses), for each day on which he reports for or performs jury duty, or as a witness and on which he otherwise would have been scheduled for work for the Company and wages which would have been earned by the employee from the Company by working during straight time hours (excluding shift premium, overtime premium, and any other premium) for the company on that day.** Employees who normally perform incentive

work shall be paid at the Average Hourly Earnings (A.H.E.) rate for that day.

(b) In order to receive payment, an employee **must give** management **prior** notice that **he has** been summoned for jury duty, or appeared as a witness on the days for which he claims such payment, and must furnish satisfactory evidence that he reported for, or performed **jury** duty or appeared as **a** witness.

12.02 -- (a) **In the event** of the death of an employee's, **spouse**, child, mother or father a leave ~~of~~ absence with pay of five (5) working days shall be granted to the **employee**.

(b) In the **event** of the death of an employee's brother or sister, mother-in-law or father-in-law, grandchild, grandparents, grandparents of spouse, son-in-law or daughter-in-law, brother-in-law or sister-in-law, step-brother or step-sister, the employee shall be granted **a** leave of absence of three (3) working days.

(c) **An** employee **requesting** a leave ~~of~~ absence under clause 12.02 (b) shall, after submitting satisfactory evidence to the Company, if the death occurs out of town, receive payment for his leave of absence.

(d) The employee will be paid for the regular hours scheduled for his shift(s) at his regular straight time hourly ~~rate~~ for non-incentive employee and at the Average Hourly Earning (A.H.E.) ~~rate~~ for **an** incentive employee.

12.03 -- (a) **A** personal leave of absence of three (3) regular **working** days or **less** requires **the** approval ~~of~~ the employee's immediate supervisor.

(b) A personal leave of absence must be requested in writing on the forms supplied by the Company at least five (5) regular working days prior to the start of the requested leave, unless of an emergent nature than the Company may waive the required five (5) days notice. An approved leave of absence will be in written form by the Company. Every effort will be made to accommodate such requests.

(c) A seniority employee who is unable to work because of illness or injury and who furnishes satisfactory medical evidence shall be granted a leave of absence without pay or benefits unless stated otherwise in this agreement while disabled. The employee will be returned to work provided he furnishes satisfactory medical evidence of his recovery. The Company will have up to five (5) days to place the employee.

(d) On all leave of absences the Company agrees to maintain the employees current benefit coverage until the first day of the following month in which he begins the leave. The employee may choose to continue his benefits at his cost for the duration of his leave, however, all premium costs must be paid in advance of the start of the leave.

12.04 — The Company agrees that a seniority employee will be granted a leave of absence with maintenance of seniority for maternity/adoption purposes subject to the following conditions:

(a) Up to twelve (12) weeks leave of absence immediately before the expected date of delivery.

(b) Six (6) weeks leave of absence after delivery. The six (6) weeks may be extended to a maximum of three (3) months at the request of the employee.

c) The employee involved may request a shorter leave of absence and such requests will be granted subject to the following conditions:

(i) If after discussion between the Company and the employee's doctor, the employee's doctor will certify in writing that she is able to continue working.

(ii) Such certificate must be renewed every two weeks.

(iii) The employee must sign a statement accepting full responsibility should anything happen to themselves or the baby which would not be normally covered by Worker's Compensation or other benefit programmes.

(iv) The employee may return to work before the expiration of the six (6) weeks period following date delivery only if a request by the employee in writing is supported by a certificate from the doctor stating that the employee is able to resume work.

Such a request and certificate must be received by the Company at least one (1) week prior to the return date.

(d) Before returning to work following the maternity/adoption leave, the employee must provide the Company with a physician's certificate stating that they are fit to return to normal duties, at least five (5) working days prior to the date of return.

(e) An employee will return to their former job classification upon their return from maternity/adoption leave of absence.

(f) Seniority employees will be granted a Parental Leave of Absence as outlined in the Employment Standards act.

12.05 -- Any seniority employee who requires a leave of absence for compassionate reasons shall not have this request unreasonably withheld. Satisfactory reasons must be furnished.

12.06 -- (a) Any employee with seniority, elected or appointed to Union office, public office or selected for other Union activities by the National Union and/or Local Union, shall be granted a leave of absence for a period of one (1) year with extension privileges, provided however, that such employee shall renew his leave of absence annually.

(b) Employees returning from Union office or public office leaves shall notify the Company of their availability and desire to return to work, and the Company shall have five (5) working days to return the employee to work following such notice, with seniority rights.

(c) The Company agrees that employees elected to Municipal Council will be allowed time off necessary to attend meetings.

12.07 -- The Company will accept as a satisfactory reason under Articles 6.11 (c), and 6.11(d) for absence for the length of jail term under the Highway Traffic legislation including detention for traffic violations under the Criminal Code.

Paid Education Leave

12.08 -- Effective with the date of the signing of this Collective Agreement, the Company agrees to pay into a special fund 2 cents (2c) per hour for all compensated hours worked for the purpose of providing paid education leave. Such monies shall be paid on a quarterly basis into a trust fund established by the National Union, CAW.

It is understood that money paid by the Company shall be used solely for the purpose of training seniority employees of the Company.

The Company agrees that members of the bargaining unit selected by the Union to attend such courses shall be granted when reasonably practicable a leave of absence without pay for twenty (20) days of class time to be interspersed over a (12) month period, prior to the first day of the leave. It is understood however, that no more than two (2) employees shall be out of the plant on education leave at any one (1) time. Employees on such leave of absence will continue to accrue seniority and benefits.

12.09 -- An employee with one or more years seniority wishing to further his education by full or part-time attendance at a recognized college, university, trade or technical school shall request a leave of absence through the Human Resources Department. Such requests shall not be unreasonably withheld.

12.10 -- Seniority shall accumulate during the period of an approved leave of absence for seniority employees.

12.11 -- An approved copy of any written leave of absence granted **under** the leave of absence section will be furnished to the employee and **the** plant chairperson.

12.12 -- After a leave of absence an employee, seniority permitting, **will be placed in** his former classification.

ARTICLE THIRTEEN **Insurance and Health**

13.01 -- Eligible employees shall receive benefits of the Group **Insurance Plan**, **subject** to the **terms** and conditions of **the** policies and benefits that existed prior to **or as** amended during negotiations. Benefit grievances will commence **at** Step two (2) of the grievance procedure.

(a) Weekly **Indemnity**—To provide benefits per the following schedule:

Effective October 1, 1991 - \$433.00; January 1, 1992 - \$458.00; January 1, 1993 - \$475.00 per week or U.I.C. **maximum** whichever *is* greater with a **maximum** period of coverage of fifty-two (52) weeks **beginning** with the first day of disability due to **injury** or outpatient services, or the fourth day of disability due to sickness.

(b) **The** Company agrees during the term of the agreement to contribute 100% of billed premium towards the present coverage of **eligible employees** under the Insurance Carrier's Major Medical Plan, **for each employee** in the active employ of the Company **and** in **the** bargaining unit who **has** completed his **probationary** period.,

(c) An improved **Dental Plan covering** Endodontics and Periodontics, TMJ Appliances and Porcelain Veneers, pit and fissure sealants on permanent teeth for children **fourteen** (14) years and under; dental orthodontic appliances and functional/myofunctional therapy, coverage based on restrictions as outlined. Effective October 1, 1991, employees and their eligible dependents will be **provided** coverage for **fifty** percent (50%) for full or partial dentures. Orthodontics for employees and their eligible dependents **will** be covered for fifty percent (50%) to a **lifetime maximum** of **\$1500** effective October 1, 1991. Benefits will be **paid on most** current O.D.A. schedule in effect from time to time.

(d) **Vision Care – The Vision Care Plan will pay:**

Effective October 1, 1991 – **Up to \$170**

Effective October 1, 1992 – **Up to \$180**

Effective October 1, 1993 – **Up to \$190**

with no deductible toward the cost of frames and lenses for employees and members of **the** employee's immediate **family** once every twenty-four (24) months, regardless whether a new prescription **is required**. Contact **lenses selected** instead of **eye** glasses are covered up **to the** amount for lenses and frames.

(e) Accidental Death and dismemberment Plan. The Accidental Death and dismemberment Plan **provides** seniority employees **with the following** coverage:

Effective October 1/91 – **\$20,000**

Effective October 1/92 – **\$20,000**

Effective October **1/93** – **\$21,500**

Two (2) times coverage for death due to employment.

- (f) **Long Term Disability** - The Company has established a **Long Term Disability Program** for employees suffering continued **Total Disability without interruption** beyond the 52 weeks of **Weekly Indemnity** benefits. Subject to own occupation **definition, rehabilitation program, condition or other benefit limitations**, the plan provides benefits for a maximum of the employee's length of service minus the one year on the **Weekly Indemnity**. The amount of benefit will be determined effective the day the employee goes off on **Weekly Indemnity**.

The maximum **Long Term Disability** benefit will be:

- (i) \$1200.00 for disabilities which occur after October 1, 1991;
- (ii) \$1,250.00 for disabilities which occur after October 1, 1992;
- (iii) \$1,300.00 for disabilities which occur after October 1, 1993.

Employees in receipt of **Long Term Disability** benefits prior to **October 1, 1991** shall have the maximum benefit rate increased to \$1000 effective **October 1, 1991**.

Any **Long Term Disability** payments will be offset by any **Canada Pension and Company Pension Plan** disability provisions.

he-existing conditions shall not apply to current and future employees not previously denied this coverage.

13.02 — In the case of **layoff**, the Company agrees to continue payment of premiums **as follows**:

- (a) Employees with less than one (1) year seniority:
 - (i) Major Medical, Dental, A.D. & D and Vision Care Plans **until** the **end** of the current month.
 - (ii) **Life Insurance for an 2 (1) year.** /
- (b) ~~Employees~~ Employees with more than one (1) **par's** seniority:
 - (i) Major Medical, Dental, and Vision Care Plans for three months following **the** month of **layoff**.
 - (ii) Life Insurance for one (1) year.
- (c) Employees **will** be permitted to maintain the Major Medical, **Dental. A.D.&D** and Vision Care Plans **for an** additional **five** months **after** the **above** time limit(s) **by** submitting to the Company **an** amount equal to the premium payable in advance on the **first day** of **each month**. **Employees** will be permitted to maintain their Optional Life Insurance **for** a period of one (1) year while on lay-off **by** submitting to the Company an amount **equal to** the premium payable in advance on the first **day** of each month. Employees not electing this option **will be** required to sign a waiver form.

Employees on Weekly Indemnity shall have their benefits continued while they are **receiving** Weekly **Indemnity Benefits**. Employees **on** L.T.D. & Disability Pension shall have their benefits continued **until** they return **to work** or otherwise cease **to** become eligible under the Disability provision.

Employees on a pregnancy/adoption/parental leave of absence will have their benefits maintained during the period of their approved leave of absence.

13.03 — The parties agree to continue the present pension plan for the life of this Collective Agreement. It is understood that the plan will be amended as herein provided:

(a) (i) For employees retiring after October 1, 1988 the normal pension formula will *in addition* provide a minimum benefit of \$23.00 per month applicable to all years of credited service.

(ii) Subsequent years as follows—Effective October 1, 1989, \$24.50; effective October 1, 1990, \$26.00; effective October 1, 1991, \$27.50; effective October 1, 1992, \$29.00; effective October 1, 1993, \$31.00.

(iii) It is understood that credited service under this provision shall be from the date an employee entered the Company Pension Plan until the employee terminates employment or retires, whichever is earlier.

(iv) Employees who are on layoff and work at least 170 hours in a calendar year, will receive full pension credit for that year.

(v) It is understood that a year of credited service means the uninterrupted regular full-time employment of an employee as determined from the employment records of the Company and shall be calculated in terms of years and fractions of years, where the fractions shall be the number of

completed months of service divided by twelve (12). Leaves of absence, strike and lay-off (where the employee works less than 170 hours per year), will not be considered **as** service, but service shall include time while on Worker's Compensation and Weekly Indemnity & L.T.D., and Union Leave of Absence.

- (b) All new employees hired on **or** after the date of ratification of this Agreement shall **as a** condition of employment join the Pension Plan effective the first day **of** the month following the completion of twelve **(12)** months seniority.
- (c) Effective October 1, 1988, there will be no employee contributions to the plan.
- (d) Effective January 1, 1984, plan members leaving **the** plan who are not vested **will** receive interest calculated at six percent (6%) per annum. Plan members leaving the plan or withdrawing funds from the plan in accordance with Provincial legislation will receive interest at six percent **(6%)** per annum.
- (e) A pension supplement for pension plan members who elect early retirement equal to:
 - (i) \$11.00 per month per **year** of credited service for **those** electing early retirement after October 1, 1988; Subsequent years supplement increase is **as** follows: **Effective** October 1, 1989, \$11.75; effective October **1, 1990**, \$12.50; effective October 1, 1991, \$13.25; effective October 1, **1992**, **\$14.00**; effective October 1, 1993, **\$15.00**.

(ii) This supplement will be reduced by the reduction factors applied to the regular pension benefit. This **supplemental** benefit **will cease** at **age 65**.

Effective October 1, **1988**, all current retirees, **including those** on disability, will have their **minimum** benefit increased \$17.00 per month/year of credited service with **an** increase of **\$1.00/month/year** of credited service for each year thereafter for 5 years (**1993 - \$22.00**).

(f) Effective October 1, 1988, employees **may** retire at **age 60 with** full, unreduced pension.

(g) Effective October 1, **1988**, employees **may** elect early retirement with an un-reduced pension at age **55 provided** they **have at least 30 years of service**. A temporary special allowance is applicable after 30 years of credited service at or after **age 55 as** follows: October 1, 1988 - \$1120; October 1, 1989 - **\$1200**; October 1, 1990 - **\$1300**; October 1, 1991 - **\$1400**; October 1, 1992 - **\$1500**; October 1, 1993 - **\$1600**. **Indexing at 90%** of rate of increase in CPI applies to **both** basic and temporary allowance.

13.04 – Effective **with** this Agreement, **the** Company **will** provide a Group Life Insurance Benefit and an Employee Optional Contributory **Plan**.

(a) Group Life Insurance - The Company will **pay the** full **cost** of providing seniority employees with the following **amounts** of life insurance:

- \$40,000 effective October 1, 1991
- \$40,000 effective October 1, 1992
- \$41,500** effective October 1, **1993**

- (b) The Company will provide a paid up Life Insurance Policy of \$4,000 for all those employees retiring after October 1, 1991.
- (c) Optional Life Insurance Plan—An employee with twelve (12) months seniority may elect to purchase an additional amount of life insurance not to exceed \$100,000 in additional coverage. Such additional optional amount may be selected in units of \$10,000 of life insurance coverage provided that the employee satisfies a medical evidence of good health and contributes premiums on an age scale related basis as specified below.

UNDER AGE 35 YEARS

.85 per month per \$10,000 coverage age
1.15 per month per \$10,000 coverage age 35-39
1.70 per month per \$10,000 coverage age 40-44
3.10 per month per \$10,000 coverage age 45-49
5.30 per month per \$10,000 coverage age 50-54
9.80 per month per \$10,000 coverage age 55-59
14.80 per month per \$10,000 coverage age 60-65

It is understood that an employee may elect to increase or decrease an amount elected provided that the Company is notified one (1) calendar month in advance of such change. Further, it is understood that an employee may be required to provide evidence of good health prior to an increased amount being approved. In applying the above age related premium rates, an employee's age of January 1, in a year will be the determining factor for premium contributions for that particular year. Prior to any premium change, employees main

taining optional life coverage will be notified of said premium change within one (1) pay period of the effective change.

- (d) **Optional Life Insurance Plan for Spouses and Dependent Children** - Effective with this Agreement, the Company will provide an optimal life insurance plan for spouses and dependent children of employees with twelve (12) months seniority. A maximum of \$30,000 for spouses and \$10,000 for each dependent child may be purchased in units of \$5,000 provided that the spouse or dependent child satisfies a medical evidence of good health and the employee contributes the premiums as specified by the Insurance Company.

It is understood that an employee may elect to increase or decrease an amount elected provided that *the* Company is notified one (1) calendar month in advance of such change. Further it is understood that an employee may be required to provide evidence of the good health of the spouse or dependent child, prior to an *increased* amount being approved.

Prior to an): premium change, employees maintaining optional life coverage for spouses or dependent children will be notified of said premium change within one (1) pay period of the effective change.

Transition Benefits

13.05 — Effective October 1, 1988, the Company will provide Transition Survivor Income Benefits Insurance in the amount of \$450.00 per month (\$475.00 effective

October 1, 1992, for a period up to a maximum of twenty-four (24) months, payable to the eligible survivor of an employee who dies on or after October 1, 1991, except that \$420.00 per month. Dependent Benefits are \$525.00 effective October 1, 1991 and \$550.00 effective October 1, 1992, will be payable in any month in which:

- (1) An eligible class "A" survivor has a dependent child as defined in the plan or
- (2) An eligible class "B" survivor survives both parents.

CLASS A: *The spouse of a deceased employee, as defined in the plan.*

CLASS B: Any child as defined in the plan, of the deceased employee, who at the time a Transition Survivor Income Benefit first becomes payable to him is both unmarried and either:

- (i) under 21 years of age, or
- (ii) at least 21, but under 25; or
- (iii) totally and permanently disabled at any age over 21; provided, however, that a child under (ii) or (iii) must have been legally residing with and dependent upon the employee at the time of his death.

A child shall cease to be a Class B eligible survivor upon marriage, or if not totally and permanently disabled, upon reaching his 25th birthday.

Such insurance shall also be provided for an employee who is retired under the Company Disability Pension Plan, but only until he attains age 65.

No other retired employee shall be insured hereunder.

The complete Transition Benefit is explained in the benefits booklets.

13.06 — Effective October 1, 1991, the Company will provide a Bridge Benefit for an employee's spouse providing the spouse is age 45 years or older and the employee had a minimum of 10 years seniority with the Company.

	No Dependents	Dependents
October 1, 1991	\$450.00	\$475.00

Non Duplication of Benefits

A qualified survivor shall not receive the Transition Survivor Income Benefits for any month in which the amount of pension benefits payable under the pension plan to such survivor is greater than the amount of the Transition Survivor Income Benefit. In no case will a qualified survivor receive in any month both Transition Survivor Income Benefits and a monthly pension under the pension plan.

ARTICLE FOURTEEN

Union Security

14.01—All employees in the bargaining unit as of the ratification of the agreement shall maintain such membership during the term of this agreement and all employees hired during the term of this agreement shall become members of the Union. Previous CAW members will be given due consideration when applying for employment.

14.02 — The Company will deduct ~~from~~ the pay of each employee, the initiation **fee** and the monthly dues authorized by the constitution of the Union. The initiation fees shall be **taken off** on the following pay period **after** the employee has completed his probationary period.

The Union will notify the Company **in** writing two (2) weeks in advance of the relevant month **of** any changes in the monthly **deductions to be made**.

After **an** employee has worked forty (40) hours in any one production month an equal amount to the regular monthly **union** dues shall **be deducted** from **the** employee's **next** pay.

14.03 — The Company agrees to include **on an employee's T-4 slip for** income tax purposes, the total union dues paid **for** the year excluding any initiation **fees**.

14.04 — A list of the total number **of** seniority employees along with all sums deducted as above shall be remitted **by the** Company to the Financial Secretary of the Local Union by the 15th of the month following **the end of the month in which the deductions were made**.

The list will contain the employee's name, badge number, address and telephone number, along with the amount of such deductions and the reason, **if any**, why no deductions were made from certain employees. This list will also indicate any seniority employee whose employment **is** terminated, or **who** is **transferred** out **of the** bargaining **unit**, or laid **off** or on leave of absence, or deceased.

14.05 — The **recording** in the books of the Company of the amounts so deducted shall constitute such amounts **as** monies held **by** the Company in trust for the Union.

14.06 — **Any** dispute as to an alleged breach of the provisions **of** this Article or **as** to the interpretation of any of the terms or conditions thereof shall **be** dealt with under the grievance procedure beginning at Step **two (2)**.

14.07 — (a) The Union shall indemnify **and** save the Company harmless against **any** and all claims, demands suits or other **forms** of liability that arise out of or by reason of any **action taken by** the Company for the purpose of complying with **any** of the provisions of this Article, or in reliance on any lists, notice **or** assignment furnished under **any of** such provisions.

(b) **The** Company will reimburse an employee any dues that have been deducted in error as long as **the** claim has been submitted to the Company before **the** last day of the production month in which **the** deductions **were** made.

14.08 — The following procedure will be applied for **the** payment and reimbursement **of** employees on authorized **Union** Leaves-of-Absence.

(a) The President or Plant Chairperson **of** C.A.W. **Local** 1986 **or** his designated representative will authorize Union Leave of Absence to be paid **by** the Company **on behalf of the Local Union on a form** supplied by the Company.

(b) The Company **will** bill C.A.W. Local 1986 on a monthly basis for reimbursement of all **monies** paid

to employees authorized for such leaves. Vacation pay **and** any contributions paid by the Company on earnings paid **to employees** (i.e. **C.P.P., U.I.C.** etc.) will be included in the monthly billings.

- (c) All billings are payable by the **C.A.W.** Local 1986 to **Butler** Metal Products upon receipt.
- (d) An employee on leave-of-absence authorized as above will be paid for his lost time at the prevailing hourly rate.
- (e) **Should** C.A.W. Local 1986 be unable to comply with the terms of this agreement with respect to reimbursing the Company **for** monies owing, the Company shall reserve *the* right to **terminate this** agreement.

ARTICLE FIFTEEN

Union Representation

15.01 — The Union shall be represented as follows:

- (a) by four **(4)** Committeepersons and **a** Plant Chairperson. The four (4) Committeepersons shall be selected from the following **areas**:

- Skilled** trades - 1 Committeeperson
- Other **production** and Non **Production** -
2 Committeepersons
- "B"** Shift - 1 Committeeperson

- (b) **In** addition to the above Committeepersons the Company shall recognize the following **Stewards**:

- Butler Metal Products -
 - 1 steward on **"A"** Shift
 - 2 stewards on **"B"** Shift
 - 1 steward on **"C"** Shift

Skilled trades –

1 steward on “B” Shift

1 steward on “C” Shift

Any increase or decrease in the number of Stewards required due to an increase or decrease in the work force during the term of this Agreement will be made by mutual agreement between the Union and the Company. Any request by the Union in this regard will not unreasonably be withheld.

- (c) In the event of an overtime shift where the regular Steward is not scheduled to work, the Union shall advise the Company in writing of the names of alternate Stewards selected from the employees scheduled to work such overtime shift.
- (d) The Company further agrees to recognize a local Union time study representative at Butler Metal Products, provided he has received acceptable orientation by the Company Industrial Engineering Department. It is understood that the Plant Chairperson may request permission for the time study representative to attend grievance or other meetings with Management relating to Article 8 or to perform a joint time study with the Company relating to incentive standards. Such permission will not unreasonably be withheld.

15.02 — The Committeepersons in Article 15.01 together with the Plant Chairperson shall form the Plant Committee for the sole purpose of meeting with management for the administration of this Collective Agreement.

15.03 — Stewards, Committeepersons, Local Time Study Representative and Plant Chairperson shall be employees of the Company with seniority.

15.04 -- The Local President, Local Vice-president, Local Financial Secretary, Local Recording Secretary, Local Time Study Representative, Plant Chairperson and Committeeperson will be retained on the day shift.

One (1) Committeeperson representing "B" Shift will be retained on that shift.

15.05 -- The Plant Committee outlined in Article 15.01-(a), and the National Union Representative and the Local President shall form the Bargaining committee for the purpose of contract negotiations. The Company will not be liable for payments unless the above members of the Bargaining Committee are employed at Butler Metal Products.

15.06 -- The Tri-annual elections of the Stewards, Committeepersons and Executive Board members will be held on the company premises. Prior to the election the Plant Chairperson and the Manager, Industrial Relations will determine suitable locations, times and date for voting.

15.07 -- Each Union Representative will adhere to the following procedures:

- (a) He must request and receive permission from his supervisor or the supervisor's designated representative to leave his work for the purpose of presenting and adjusting complaints and grievances arising in his zone or division in accordance with the grievance procedure provided herein and to attend any regularly scheduled meetings with Company representatives, or for any other meeting for which prior consent of the Industrial Relations Manager is required. Permission shall be granted without undue delay. The company will have a

reasonable period of time to provide a suitable replacement when required for continuance of production. The Union representative must inform his supervisor as to the nature of his business, the destination and probable duration of his absence.

- (b) He must not enter a department or area, other than his own, without notifying the supervisor of such department or area of his purpose before proceeding with the presentation or adjustment of complaints and grievances arising of his area of representation.
- (c) A notation will be made on his daily production or non-production card of the time spent on Union business and such notation must be signed by his supervisor before any payment for lost time due to Union duties is made.
- (d) When an employee wishes to see his union representative he shall notify his supervisor who will inform his representative of the request without undue delay.

15.08 — Union representatives shall be allowed time off during their shift to attend to their duties, as such, in accordance with the following. It is recognized and understood by the Union representatives identified below that the times identified herein include all scheduled meetings with *the* Company or otherwise; that permission must be requested and received in every instance when a Union Representative wishes to leave his job.

Plant Chairperson – Eight (8) hours per day.

Committeepersons - Four (4) **hours per** day.
Five (5) hours per day per ten
(10) hour shift

All other Union Representatives shall be granted time in which to perform union **duties** as outlined in Article 15.07.

It is agreed and understood that the above listed hours represent the maximum time that any Union Representative **will be** permitted to be away from **his job** for any **purpose** unless authorized **by** the **Company**.

15.09 - The Plant Chairperson will be allowed **sufficient** time **on his** regular shift for the **purpose** of action **as** expressly **provided** in the **Agreement** at the Local Union Office when **related** to in-plant **problems** and he **has received** the **prior** permission **of** the Industrial Relations Manager **or** her designate.

The Company shall provide an **office with phone**, desk, chair and filing cabinet for the use of Union representatives for the discharge of their duties. This office shall be sound insulated to a degree **deemed** adequate by the Company.

15.10 — Union representatives will be paid as follows:

Plant Chairperson - The highest rate **of** the classification in Schedule "A" **of** the Collective Agreement.

Committeepersons - Their own rate or Average **Hourly** Earnings (**A.H.E.**) whichever is higher.

Stewards and local **Time Study** Representative - **their** own rate or Average **Hourly** Earnings (**A.H.E.**) whichever is higher.

Such payment shall apply for all hours as outlined in this article.

15.11 — The Plant Chairperson and the Industrial Relations Manager shall arrange in advance all meetings not specified in the grievance procedure.

Schedule of Meetings:

One (1) Union Committee meeting per week -

1:00 p.m. to 3:30 p.m.

One (1) Union Committee - Stewards meeting per month - 1:00 p.m. to 3:00 p.m.

One (1) Union - Management meeting per week -

1:00 p.m. to 3:30 p.m.

If a regular meeting day falls on a holiday then the meeting will be rescheduled for an alternate day. Stewards will be paid regular time for the time they attend their meeting. They will be expected to work their regular scheduled shift at regular time.

15.12 — The Union may designate an alternate who will function in the absence from the plants of any Union Representative. Notice of such alternate shall be given to the appropriate management representative in writing before such alternate shall function. There shall be no duplication of payment in the case of a Union Representative being absent from the plant. The alternate must be a seniority employee who is scheduled to work during such absence.

15.13 — Subject to production requirements, the Company will grant upon request of the President, or the Plant Chairperson, or his designate, permission for up to seven (7) Union members to leave the plants on Union business at any one time without pay providing such request is made in writing at least two (2) working

days in advance. The President will be included in the seven (7) members. It is understood that in the event of an emergency situation resulting in less than the required notice such permission shall not be unreasonably withheld. Such notice will specify the leaving and returning time of those granted such permission.

15.14 — Any abuse of the privileges granted in this article *may* become the subject of a complaint or grievance by the Company.

15.15 — The Union agrees to notify *the* Company in writing of the names of the Union Representatives and Local Executive and any changes in the membership thereof.

15.16 — The Company will provide the Plant Chairperson with a copy of all posted notices within one (1) day of such notices being posted.

15.17 — Prior approval from the Industrial Relations Manager or her designate is required by the Plant Chairperson before posting any notices in the plant. A copy of all such notices will be filed with *the* Industrial Relations Manager.

15.18 — A plant committee member shall have access to his area of representation at times other than those regularly scheduled. Such access may only be permitted by an appropriate Supervisor with prior notification of his purpose. Should access be required during off shift hours *the* committee member must first register with Plant Security and then report to the Supervisor on entering and leaving the plant.

15.19 — The Company shall permit the President of the Local Union to attend the funeral service of Union

members, without loss of pay. The Company and the Union will share equally the cost of his lost wages to a maximum of four (4) hours each.

15.20 — When the “B” shift committeeperson is required to attend scheduled meetings related to in-plant problems his hours of work shall commence at the beginning of the time arranged for the meeting, with no gap of starting or quitting time. The committeeperson shall work the time between the end of the meeting and his normal shift starting time.

15.21 — During active negotiations the “B” shift committeeperson will be granted permission to work on “A” shift in his regular classification until the completion of negotiations.

ARTICLE SIXTEEN

Skilled Trades

The provisions of the General Agreement shall apply to employees in the Skilled Trades except as altered by the provisions of this article.

16.01 — Skilled Trades for the purpose of this Agreement will be as follows:

Classification

Lay-out Inspector
Tool and Die Maker
Tool Room Machinist
Industrial Millwright
General Maintenance Mechanic
Welder, Construction/Maintenance
Motor Mechanic
Electrician/Construction Maintenance

It is understood, however, that this article does not limit **the** establishment of new skilled trades classifications. Nothing in the description of the classification of the skilled trades is meant to limit, set out, or *otherwise* determine the nature of the work to be done by employees within an individual classification.

The Company agrees **to** develop **job** descriptions for our skilled trades classification by October 1, 1991, and further agrees **to** update and make changes as **required** within sixty (60) days of implementation of the **change**. A signed copy of the classification job descriptions will be submitted to the Skilled Trades Committee person on October 1, 1991.

16.02 — The Company shall review **with** the Skilled Trades Committee person. all documents related to **the** hiring of all new Skilled Trades employees for the purpose of verifying journeyman's status prior to any new trades employees **being** hired.

The term "Journeyman: as used in this article shall mean any person:

- (i) Who presently holds a Journeyman's classification in a skilled trades classification as in 16.01.
- (ii) Who has served a bona-fide apprenticeship of four **(4)** years - 8000 hours and holds a certificate which substantiates his claim of such service, or
- (iii) Who has obtained his **UAW/CAW Journeyman's** Card or who has acquired eight (8) years acceptable experience and can prove same.

16.03 — Seniority in the skilled trades group shall be **by** non-interchangeable classification with the exception

of Layout Inspector, and General Maintenance Mechanic. Seniority lists shall be by basic trades or classifications. Where the Company abolishes the classification of Layout Inspector and/or General Maintenance Mechanic, it is agreed that these classifications will be protected by seniority within their trades.

16.04 — Present employees in any skilled trade classifications prior to November 4, 1974, shall have their total seniority applied in such skilled trades classification. Employees entering a skilled trades classification after November 4, 1974, shall have a Seniority date established as of the date of entry in such classification.

16.05 — A production employee will not exercise his seniority in any skilled trades classification, nor will any skilled trades employee exercise seniority in any production classification except on the following basis:

- (a) If a Skilled trades employee is permanently displaced because his skilled trades classification is eliminated he may exercise his seniority to displace a junior employee in any skilled trades classification for which he is qualified.
- (b) Should a skilled trades employee become medically *unfit* and *unable to* follow his skilled trade, every effort will be made by the Company and the Union to place such employee in a job in line with his total accumulated seniority which he is capable of performing. If placed in a production classification he shall have a seniority date established in that classification equal to his total accumulated seniority, but shall forfeit all seniority rights within the skilled trades.

(c) **Notwithstanding** the provisions of 16.05 (b) should the Skilled Trades employee's health return to a level which is satisfactory to permit him to return to his Skilled Trades classification. he **would** enter his former **classification** when a job opening became available with the seniority he held on **leaving**.

16.06 — Any employment in the skilled trades classifications shall be limited to journeymen except for temporary periods nor to exceed three (3) **months** ~~for~~ which periods non-journeymen employees to be **known as supplemental employees** may be reclassified to supplement the work force in any skilled trades classification.

16.07 — Supplemental employees will be obtained in the following manner and sequence:

- (a) **Laid off** seniority journeymen or probationary journeymen with relevant experience.
- (b) Employees **with** the required skills to perform the work shall be chosen by seniority.
- (c) New applicants or hires.

16.08 — ~~When~~ a journeyman becomes available either by hire, transfer ~~or~~ graduation ~~of an~~ apprentice in a skilled classification to which a supplemental employee has **been** assigned, such journeymen will replace the supplemental **employee who** will **then be** returned to **his** original **department or** another department. seniority ~~permitting~~, or laid off.

16.09 — No future supplemental employees shall accumulate seniority within any skilled trades classification but shall accumulate plant wide **seniority**

and may exercise such plant wide seniority, to return to his former job or apply for vacancies in the plant as provided in Article 6. The rate for supplemental employees shall be Twenty-Five (.25) cents per hour below the journeyman's rate of the trade. Supplemental employees shall not be permitted to work overtime until all the employees in the trade or classification being supplemental are given the opportunity.

When an employee is transferred as a supplemental employee he will be identified by the Company to the Skilled Trades Committee person prior to starting work within the Skilled Trades.

16.10 — In the event of reduction in the work force of any skilled trades classification the following procedure will apply:

- (a) First supplemental and second probationary journeymen employees shall be laid off from their skilled trades classification or department.
- (b) If further reduction in any skilled trades classification within a skilled trades department is necessary, employees shall in the reverse order of their seniority in such a classification or department elect layoff or be transferred to displace a skilled trades employee with less seniority in a skilled trades classification within the applicable skilled trades department provided they have the required ability and qualifications to perform the work of the displaced employee.
- (c) Laid off Journeyman employees may if they so elect file an application with the Human Resources department for employment in production no later than (5) calendar days following their date of layoff from skilled trades.

Upon receipt of such application, the journeyman employee will be given preference over a new hire or failing that; seniority journeymen will displace probationary employees provided that they are willing and have the ability to perform the work available. A seniority journeyman who transfers to production under the terms of this article will have date of entry seniority in production. In order to protect their skilled trades status journeymen transferred to production under the terms of this article must return to their former skilled trades classification or department when recalled or forfeit all seniority rights within skilled trades. At the time of returning to trades classification the displaced probationary employee will be called to their previous status, if there is a requirement.

16.11 — When there is an increase in any skilled trades classification or department following a layoff, recall shall be made to any such skilled trades classification or department in reverse order of layoff.

16.12 — Overtime will be equitably distributed among employees in their classification in their plant. The opportunity for overtime will be distributed as outlined in the General Agreement and that employees retained on jobs declared “continuity jobs” will have hours worked on “continuity jobs” included in the calculation of overtime equalization.

When canvassing on Friday for emergency overtime, the Company may contact employees at home for the purpose of not delaying further overtime canvassing. The above to be done with a Union Representative present.

Upon return from recall when averaging for overtime purposes continuity hours are exempted.

16.13 – The Company agrees that shifts in the Skilled Trades Departments will be on a rotating basis unless mutually agreed otherwise between the **Company** and the Union as outlined in (b) and (c).

(a) When hiring new Skilled Tradesmen they shall be given the option of **being** on a swing shift. The Company's intention is **to** accommodate the scheduling of Skilled Tradesmen **on** "A1", "B1" or "A2", "B2", or "A1", "C" **swing** shift if they are scheduled **by** the Company. If the employees selection cannot be accommodated **by** the Company the resulting shift scheduling will be on the basis of seniority. These shifts will be **on** a two (2) **week** basis unless mutually agreed otherwise.

The **shift** schedule of Electricians, **Machine** Repair, Tool and Die and Tool Room Machinists will be based on "A1", "B1", or "A2", "B2", or "A1", "C" shift structure. The **number** of tradesmen per shift will be established prior **to** the implementation of **the** schedule and be dependent upon customer and capacity requirements. Future **changes** to the number of tradesmen required per shift will be discussed prior to a change occurring. It **is** understood **that major** cutbacks in production may require a return to a **two (2)** shift structure, as outlined in 16.13 (d).

(b) An employee may elect **to** work permanently on "B" or "C" Shift. If **an** employee chooses this option, they **must remain** on such shift **for a minimum** of six (6) months and at any time after

give at least three (3) weeks notice of their desire to change shift schedule. The opportunity of choosing a steady "A" shift will be given to employees by seniority for each employee who chooses straight "B" or "C" shift.

- (c) With the approval of their Supervisor employees may change shift scheduling with another employee, *not* to exceed one (1) week every three (3) months. It is understood that the Company will not incur any additional premium costs which would result from the shift exchange.

Subject to shift scheduling requirements, shift schedules shall be established for three (3) month periods. The Company will give to the Skilled Trades Committeeman the new shift schedule two (2) weeks in advance of the expiration of the previous shift schedule.

- (d) The hours of work on a twenty-four (24) hour schedule:

A1 Shift - 7:00 to 3:00

A2 Shift - 7:00 to 3:30

B1 Shift - 3:00 to 11:00

B2 Shift - 3:30 to 2:00

C Shift - 11:00 to 7:00

The hours of work on a two (2) shift schedule:

A Shift - 7:00 to 3:30

B1 Shift - 3:30 to 2:00

B2 Shift - 4:30 to 3:00*

*Note: A maximum of two (2) of each trade of Machine Repair, Electrician, and Tool and Die, to be covered by request or by the junior employees.

Trigger when the number of "B" shift production employees decreases below 70, the company may elect to remove the "C" shift. When the number of "B" shift production employees increases to 90 the company will reinstate the "C" shift. The trigger will not take effect due to customer extended shutdowns up to four (4) weeks in duration.

When the "C" shift is removed not less than fifteen (15) Skilled Trades employees will be offered steady "A" shift.

Both parties agree that the number of production employees between 69 and 89 on "B" shift will not arbitrarily fluctuate.

This article in no way affects the implementation of Article 16.13 (b).

	A 7:00- 3:00	A 7:00- 3:30	B 3:00- 11:00	B 3:30- 2:00	C 11:00- 7:00	
Electrician	4	3	2	3	2	14
Machine Repair	4	5	2	4	2	17
T/M	10	9	5	10	5	39
Machinist	2		1		1	4
Welder		1		1		2
L/T Mech.		1		1		2

- 1) Assumes everyone rotates.
- 2) Based on current Production employment levels as of September/91.
- 3) Sixty-nine (69) to remove ninety (90) to reinstate.
- 4) Does not include extended shutdowns to four (4) weeks in duration.

- 5) ~~Of the fifteen~~ (15) Skilled Trades employees to be offered steady "A" on a two (2) shift operation, the breakdown will be as follows, nine (9) Tool and Die, three (3) Electricians, and three (3) Machine Repairmen

16.14 — ~~When~~ new jobs, equipment or special process requirements occur requiring continuity, the ~~Company~~ will immediately ~~post~~ the opportunity, outlining trade required, conditions of work and future responsibility for training ~~others~~. If these conditions are met, ~~seniority will prevail~~. The successful person will be required to remain on the job in this capacity until the requirements of ~~the position are~~ complete. The Skilled Trades Committee person ~~will~~ be notified prior to ~~such~~ posting and will meet with the Company to ~~discuss~~ the implementation of the training schedule. Once the first training schedule is established, the Company agrees that rotation in the trade affected will be on a continuous basis.

The Company will meet the Skilled Trades Committee person within thirty (30) days of installing such equipment and training shall begin within a reasonable amount of time. ~~Where~~ practicable such training shall be assigned by seniority.

~~The Company~~ will endeavour to notify those employees to be trained one ~~week~~ prior to the training taking place.

16.15 — The Union ~~may~~ elect, or otherwise select and the Company shall recognize a skilled trades representative as a member of the Union committee as outlined in article 15.01 and subject to the provisions of article 15.

16.16 — (a) The Company agrees to deduct dues as may be authorized by the Canadian Skilled Trades Council CAW from employees hired, re-hired, reinstated or transferred to skilled trades classifications or trades as listed, upon receipt of individual authorization cards signed by such employees at time of hire. Such deductions shall be made at the same time as regular Union dues and thereafter on an annual basis in the month of January. These deductions along with the names of the employees shall be remitted to the financial secretary of the local Union.

(b) The deduction of skilled trades council dues shall be a condition of employment in the skilled trades.

16.17 — The Company agrees to maintain the Skilled Trades Apprenticeship programme during the life of this Agreement. Copies of the Skilled Trades Apprenticeship Programme Agreement will be provided as requested. Should the Company initiate apprenticeships in Skilled Trades other than Tool and Die Maker then the applicable CAW schedule of work processes shall apply and be included in this Article.

Tool Die Maker:	Hours
Tool Crib	100
Shaper, Planer and Slotter or orientation	950
Lathe	1,000
Milling Machine	1,000
Grinding (Surface, Internal, External)	
Bench	2,778
optional	500
Related Instructions	672
	<hr/>
	Total 8,000

	Hours
Industrial Millwright:	
Tool Crib and Stock Roo	50
Lathe	900
Milling Machine	900
Grinding	900
Related Instruction (Academic)	672
Plant Engineering	188
Electronic/Electrical	200
Welding Theory	60
Hydraulics/Pneumatics	1,200
Lubrication	160
Lift Truck Maintenance	80
Robotics and New Technology	400
Paint Systems and Wash Line Maint.	190
General (Bench and Floor) Maint	2,100
	Total 8,000

Electrician Construction/Maint.: 9,000 Hours

Seniority employees entering **the** apprenticeship program shall commence at **75%** of the journeyman rate and remain at such **rate** until he reaches that **level** in **the** present **schedule**.

16:18 — The following will confirm the Company policy regarding **the** performance of maintenance or trades work with our **own** employees and equipment:

It is the **company's** intent **to** make every effort to keep Skilled Trades work within the Company. It is recognized **that** at times, for varying reasons, it is not considered practical or advisable for certain work to be performed **by** our Company. The Company, must, therefore, reserve the right to **decide how** and **by whom** such work is **to be** performed and this article is not to

be regarded as affecting that right. If the Company has the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive in terms of costs, quality, within projected time limits, and the priorities placed on other work, then such work will be kept within the Company. If the Company finds it necessary to contract out Skilled Trades work, such contracting to be done after fully utilizing all hours available to the trades concerned. The Company will notify the Skilled Trades Committee person and a member of the appropriate trade's involved of all such contemplated work with sufficient time available for discussion regarding the general nature of scope, including estimated trades and manpower involved, approximate dates within which the work is to be performed and why the service of outside contracts is being contemplated at such time. The Company will examine any alternatives proposed by the Union and if they prove acceptable and competitive in terms of cost, quality, and time limits, the Company will adopt this alternative rather than have the work contracted out. No further work that is normally and historically performed by skilled trades employees will be contracted out while skilled trades employees are on layoff. For the purposes of this clause fully-utilized means ~~fifty-two~~(52) hours per week, and this will not be considered a maximum number of hours or a restriction on continuity jobs.

In the event of a lay-off in Skilled Trades, if work normally and historically performed by this trade has been contracted out or has been scheduled to be contracted out, the company will review such work

with the skilled trades representative and a member of that trade with the intent of returning the work to the plant, providing it is now reasonable to do so.

When the outside contractors are in the plant performing work normally and historically done by our trades, the Company will schedule an equal number (if available) of bargaining unit employees, in similar classifications for an equal number of hours.

In the event of lay-off in Skilled Trades the Company will retain the required Skilled Trades for preventative maintenance that may be required to maintain the equipment safely and proportional to the new levels of production in the plant.

16:19 — All Skilled Trades Employees having attained one (1) year seniority shall be provided with a tool allowance of up to two hundred dollars (\$200.00) annually in order to replace worn out tools normally used in the performance of their regular job. It is further agreed that such tools must be approved in advance and purchased through the Company. Apprentice tool allowance will be \$200.00 every 916 hours in the program.

In addition to the above the Company will continue its practice of repairing or replacing damaged or broken tools that are turned into the Company providing there is no negligence or abuse on the part of the employee. This practice is extended to all skilled trades employees.

It is also agreed that the Company will provide no deductible tool insurance to the full value of the employee's tool complement. The Company shall

provide a form to be filled out in triplicate for the purpose of recording employee's tools. The employees shall be responsible for ensuring that *this* form is properly filled out including all additional tools. For purpose of this article the Company may rely on such lists. The employee shall retain one (1) copy of this form and one (1) copy shall go to the Union and *the* third shall be retained by the Company.

Replacement of tools will only be made where the employees have presented evidence satisfactory to the Company that their tool boxes have been broken into or tool boxes have been stolen.

As required with the implementation of metric conversion, the Company agrees to pay the full cost of replacing calibrated tools used by all skilled trades employees. It is understood that calibrated tools under this provision shall be limited to one (1) of each of the following: 0-1 micrometer, 0-2 micrometer, 2-3 micrometer, depth mic combination protractor and scale, vernier protractor, six-inch scale, twelve inch thin scale, six-inch vernier, inside micrometer, sockets and wrenches (up to 25.4 millimeters)

ARTICLE SEVENTEEN

Cost Of Living Allowance

17.01 — The cost of living allowance will be determined in the manner and to the extent hereinafter set forth in accordance with the changes in the Consumer Price Index, calculated on the basis of 1986 = 100, published by Statistics Canada: up to and including the adjustment effective October, 1991.

17.02 — The **cost** of living allowance provide for herein **shall** be an added or subtracted amount to the hourly earnings of each employee. Hourly **earnings** shall include all hours **worked**. The **cost of living** allowance **shall** not be included in the computation of overtime premiums, however, it shall be included in the computation of statutory holiday pay, vacation, bereavement, jury duty pay, and approved payment for Union business.

17.03 -- Cost of living adjustments **will be** made **upward** or downward as indicated by the Consumer Price Index. Adjustments **will be made** each quarter **as follows**:

Effective **Date** of Adjustment:
the first Monday **of**:

January	1992	1993	1994
April	1992	1993	1994
July	1992	1993	1994
October.....	1992	1993	

Based on Consumer Price **Index**:

Published In:

December	1991	1992	1993
March	1992	1993	1994
June.....	1992	1993	1994
September,.....	1992	1993	

17.04 -- Effective with the adjustment due October **1991** the amount of the cost of **living** allowance which shall be **effective for any** quarterly period shall **be determined** on the basis of one (1) cent **per hour** adjustment **for** each .073 rise or **fall** in the index published **each June for May**, September for August,



December for November and March *for* February, respectively, based on the C.P.I. 1986 = 100 using July 1991 as the base.

The C.O.L.A. adjustment will be offset in total by 0.17 cents to be recovered as follows: October 1991— .11; January 1992— .06. If the C.O.L.A. does not generate enough for offset, *the* outstanding balance is *carried* forward to the next C.O.L.A. adjustment.

17.05 — The cost of living allowance is paid for each hour worked and is not added to wage rates and as such is not subject to incentive or premium payment.

17.06 — In the event that the Statistics Canada does not issue *the* appropriate consumer prices indices on or before the beginning of one of the pay periods referred to above, the adjustment will be retroactive to the dates specified in Article 17.03.

17.07 — Effective October 1, 1991 the C.O.L.A. float accumulated up to and including the adjustment of July 1, 1991 will be folded into the base rate for non-incentive and to add-on and OSA for incentive employees.

ARTICLE EIGHTEEN

Renewal, Amendment, and Termination

18.01 — This Agreement shall be effective from October 1, 1991. to and including September 30, 1994. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view of the renewal of the expiring Collective Agreement at any time within a period of sixty (60) days before the expiry date of the

agreement. Following **such notice** of bargain the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during ~~the~~ course of bargain, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of September 30, 1994, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

18.02 – Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

18.03 — The Pension Agreement has another three (3) years of a six (6) year term to run and will expire September 30, 1994.

Signed this 30th day of September, 1991, at Cambridge, Ontario

For the Company

M.D. Hall
E. Robbins
R. Jones
T. Peppiatt
B. Watson

For the Union

W. McKay
L. Riberdy
G. Pruder
D. Hickey
G. Obergan
R. Barnett
T. Rooke

SCHEDULE 'A'

NON-INCENTIVE CLASSIFICATION

Pay Class Description (Contract)	Current	Oct1/91	Oct1/92	Oct1/93
1. Serviceman - Robotics.....	17.16	19.56	19.95	20.55
2. Serviceman - Chemical.....	17.16	19.56	19.95	20.55
3. Die Setter - Press.....	17.12	19.52	19.91	20.51
4. Die Setter - Secondary.....	17.12	19.52	19.91	20.51
5. Automatics/Set-up/Operator.....	17.02	19.42	19.81	20.40
6. Gauge Inspector.....	16.76	19.16	19.54	20.12
7. Senior Shipper.....	16.18	18.56	18.93	19.50
8. Floor Inspector.....	16.45	18.84	19.22	19.79
9. Rework Inspector.....	16.45	18.84	19.22	19.79
10. C.M.M. Operator.....	16.76	19.16	19.54	20.12
11. Truck Operator.....	16.42	18.81	19.18	19.76
12. Production Lift Truck.....	16.06	18.44	18.81	19.37
13. Receiver Crane Operator.....	15.81	18.19	18.55	19.11
14. Line Inspector.....	15.83	18.21	18.57	19.13
15. Tool Crib Attendant.....	15.70	18.07	18.44	18.99
16. Lift Truck Non-Production.....	15.86	18.24	18.60	19.16

17. Die Room Attendant	15.86	18.24	18.60	19.16
18. Shipping & Receiving Clerk	15.70	18.07	18.44	18.99
19. Rumbler Operator	15.60	17.97	18.33	18.88
20. Mig Welder Repair	16.78	19.18	19.56	20.15
21. Rework Operator	15.60	17.97	18.33	18.88
22. Maintenance Helper	15.44	17.81	18.16	18.71
23. Labourer/Janitor	15.29	17.66	18.01	18.55
24. Yard Truck	15.86	18.24	18.60	19.16

SKILLED TRADES CLASSIFICATIONS

25. Layout Inspector	19.43	22.03	22.62	23.45
26. Tool and Diemaker	19.43	22.03	22.62	23.45
27. Electrician Const./Maint	19.43	22.03	22.62	23.45
28. Toolroom Machinist	19.43	22.03	22.62	23.45
29. Industrial Millwright	19.43	22.03	22.62	23.45
30. General Maintenance Mech	19.22	21.81	22.40	23.22
31. Welder, Construction Maint	19.43	22.03	22.62	23.45
32. Motor Mechanic	19.43	22.03	22.62	23.45

INCENTIVE CLASSIFICATIONS

33. Mig Welder ~ Base	5.11	5.11	5.11	5.11
Add On	10.14	12.51	12.86	13.40
Total	15.25	17.62	17.97	18.51
34. Press Operator -				
35. Secondary - <i>Ruse</i>	5.11	5.11	5.11	5.11
Add On	10.04	12.40	12.75	13.29
Total	15.15	17.51	17.86	18.40

**APPRENTICE RATES (ALL) OCTOBER 1, 1991
SKILLED TRADES RATE + COLA x THE
APPRENTICESHIP RATE AS PER ARTICLE 16.17
APPRENTICESHIP WAGE SCALE APPLIED.**

NOTES: (a) Probationary rate and Student rate are 85% of the rate of the classification. Probationary employees are entitled to C.O.L.A. The increase to full rate of the classification is to be effective the Monday following completion of the probationary period for probationary employees.

LETTERS OF AGREEMENT

The following letters which constitute part of the collective agreement will remain in effect for the duration of this contract unless changed by mutual agreement.

**Mr. Leo Riberdy
CAW Local 1986
Langs Drive
Cambridge, Ontario**

Dear Mr. Riberdy:

During recent negotiations we agreed to the following:

1. LETTER OF INTENT RE: Overtime While Lay-offs

During times when employees are on layoff, there may be occasions when production requirements will create a need for employees on layoff to work during the week, to supply customer demands. It is the intent of the Company to provide work opportunities to laid off employees during the week, to avoid working overtime on weekends, when possible.

It is not the Company's intent to work any prolonged periods of overtime while seniority employees are on layoff, however, in emergency situations, overtime can and will be used. Examples of emergency situation for the purpose of this letter are:

- 1) Equipment failure or tooling failure which would cause possible missed shipment to customer. The Company will provide the Union with a reasonable explanation and the circumstances involving any and all emergency situations.
- 2) Vendor (or Supplier) late delivery, eg. material [steel), component, ball joints, rivets, nuts, etc.
- 3) Customer ~~release change~~ –increased requirements from short notice of insufficient lead time from customer. The Company will provide the Union with documentation and/or proof of short notice on increased orders by our Customers.
- 4) Manpower – Absenteeism. (excluding PPH, Vacation & Lieu Days).

The procedure date Rev. June 11, 1991 and signed by B. Watson and L. Riberdy will be used to administer the Intent of Letter #1.

2. LETTER OF INTENT RE: Employee Record of Earnings

The Company and Union agree that when the new computer system is functional, the Company will establish a system whereby employees receive a record of daily incentive earnings with their weekly pay cheques.

3. LETTER OF INTENT RE: Job Rotation

During the recent set of negotiations the subject of job rotation was **discussed**. The parties agreed to continue the present practice of addressing and resolving disputes to job rotation to ensure an equitable system **for** all employees, when an employee **asks** for rotation, they stay on rotation. **The only way** rotation will end is if the employee asks **for it** to end, at **which** point the employee will return to their original job.

4. LETTER OF INTENT RE: Heat Relief – Butler Metal Products

The Company agreed **at** negotiations **to** add the issue of heat relief. The **Company agrees** that, when the temperature and humidity in the plant reaches a **level** that the comfort and health of the employees **is** in question; the **Company** will meet **with** the Committee person responsible **for Heat Relief**. Permission to **leave** for those **who** require it, will be granted using the **following** procedure:

- when the humidex reading reaches 36 degrees C, **and after working 6 hours on a 8 hour shift; or**
- after working 8 hours on a **ten hour shift**.

Humidex readings will be taken **by** a representative of both Be Company and the Union together and the figure will be posted immediately on the Plant Bulletin Boards at the following times:

- “A” Shift at 12:30 p.m.**
- “B” Shift at 4:30 p.m.**
- “C” Shift at 4:30 p.m.**

The Union agrees that the use of heat relief procedures must not impair our ability to satisfy customer needs. Accordingly, the Union agrees to the following:

- 1. A Union Committee person will be responsible to assist Management in retaining the number of employees required to meet customer schedules.**
- 2. Skilled Trades in each classification will be required to maintain at least a minimum direct ratio with the production departments.**
- 3. It is understood that required plant productivity and efficiency levels must be maintained.**
- 4. In the event that schedules are not being met, these heat relief procedures will be revoked.**

5. LETTER OF INTENT RE: Employee Advances

During recent negotiations the payment of Worker's Compensation and sickness and accident claims was discussed.

It was agreed that should either the Company or the Compensation Board question whether a medically valid claim is compensable, then the employee will be entitled to sign a waiver and an amount equal to the weekly indemnity payment will be paid to the employee.

It was further agreed that the Company will only make an advance to an employee who qualifies for a sickness and accident claim, the amount of such sickness and accident benefit entitlement provided through no fault of the employee that such benefit

payment has not **been** received from the insurance company within fourteen (14) calendar days from the **date** the claim was initiated.

Upon receipt of payment from the Insurance Company, the employee will reimburse the Company for the amount advanced.

If for any reason a claim is denied by Compensation Board and/or the Insurance Company. Butler Metal Products will be empowered to **recover** the amount advanced to the employee by any means available including **from** vacation monies.

6. LETTER OF INTENT RE: Lift Truck Classifications and Mig Welder Classification

During negotiations the subject of reductions in the lift truck classifications and mig welding classification was discussed:

- i) In the event of reduction of the available work, the lift truck non-production and production lift truck shall be considered **to** be one classification.
- ii) In the event of a reduction of the available work the mig welder repair and incentive mig welder shall be considered to be one classification.

7. LETTER OF INTENT R E Tuition Reimbursements

At the recent negotiations the subject of Tuition Reimbursements for outside educational courses was discussed. The Company agrees to continue its present practice of providing a tuition **rebate** upon successful completion **of** an approved course. The guide lines of this Tuition **Reimbursement Programme** are as follows:

1. You must be a seniority employee of the Company.
2. Request for Tuition reimbursement must be made and approved prior to commencement of the course.
3. Proof of successful completion and fees paid must be *filed* with the Human Resources Department
4. To be acceptable a course must be offered by a recognized educational or professional organization.
5. The course must be seen to improve the employee's skill level in his employment within the Company.
6. The employee should have the ability to successfully complete the course, and the course should not adversely affect the employee's ability to perform his job.

Fees Paid:

Course fees, examination fees, and text books required for the course will be eligible for reimbursement under this policy.

8. LETTER OF INTENT RE: Apprenticeship Program

The Company and Union agree that they will begin the process of selection and preparation of apprenticeship candidates approximately six (6) months prior to the current apprentice(s) scheduled graduation. This should allow the successful applicant(s) to enter the apprenticeship program as the apprentice(s) graduate.

9. LETTER OF INTENT R E Service Benefit Program

The subject of service provided by insurance carriers was discussed during negotiations and it was agreed to ensure maximum service with the least inconvenience possible. The Company and Union agree to meet at least quarterly for the purpose of reviewing complaints and recommendations.

10. LETTER OF INTENT RE: Savings Plan

The Company and the Union agree to continue the employee group R.R.S.P. or employee group Savings Plan to become effective October 1, 1988.

Employee contributions to increase from one and one-quarter (1-1/4) percent to two and one-half (2 1/2) percent of gross income calculated weekly effective October 1, 1991. In addition the Company agrees to fund 30 cents per hour on behalf of each employee effective October 1, 1991; 36 cents per hour effective October 1, 1992; and 41 cents per hour effective October 1, 1993. The intent is to establish the fund on the basis that employees may not withdraw monies from the fund unless their employment is terminated or the voluntarily terminate their employment except as follows:

Employees laid off for more than one (1) week may withdraw up to a maximum of one hundred and twenty-five dollars (\$125.00) for each week of layoff.

The plan will be administered by Mutual funds.

II. LETTER OF INTENT RE: Sub-Contracting – Production

(a) It is the *company's* intent to make *every* effort to keep work within the Company. It is recognized that at times, for varying reasons, it is not considered practical or advisable for certain work to be performed by our Company. The *Company* must, therefore, reserve the right to decide how and by whom such work is to be performed and this article is not to be regarded as affecting that right. If the *Company* has the necessary facilities and equipment, and can perform the work required with our own work force in a manner that is competitive in terms of costs, quality, within projected time limits, and the priorities placed on other work, then such work will be kept within the Company. If the Company finds it *necessary* to contract out such work, such contracting to be done after fully utilizing all applicable equipment on a 24 hour Operation. The Company will notify the Committee person and a member of the appropriate classification involved of all such contemplated work with sufficient time available for discussion regarding the general nature of scope, including estimated manpower involved, approximate dates within which the work is to be performed and why the service of outside contracts is being contemplated at *such time*. The Company will examine any alternative proposed by the Union and if they prove acceptable and competitive in terms of cost, quality, time limits, and priorities place on other work, the Company will adopt this alternative rather than have the work contracted out. No further work that is normally and historically performed by production employees will be contracted out while production employees are on layoff.

(b) In the event of a lay-off in Production, if work normally and historically performed by Production has been contracted out or has been scheduled to be contracted out, the Company will review such work with the committeeman and a member of the classification with the intent of returning the work to the plant, providing it now meets the criteria in (a).

12. LETTER OF INTENT RE: Employee Assistance Program

The Company and the Union agree to set up a jointly administered employee assistance program.

The program will be designed to assist employees with problems such as drug or alcohol addiction and financial and personal problems.

13. LETTER OF INTENT RE Training Skilled Trades

The Company and the Union agree that training on new and existing technology, machines, processes, and equipment is an important condition which maximizes customer service. Therefore, in keeping with our responsibilities to our customers and our skilled trades group the Union and the Company agree to discuss and design a rotation procedure which entitles all tradesmen within their classification to become familiar with all new areas. This rotation schedule will be completed no later than October 1, 1991, and will continue to be posted as amended. The Company will submit an updated copy to the skilled trades committeeperson quarterly as required.

14. LETTER OF INTENT RE: PPH and Lieu Days

The Company agrees to grant leave to as many employees as work load and production requirements allow. The supervisors decision to grant more people for a given period based on his judgement of need shall not be considered as a precedent for future granting of leaves. We are to provide no less than 10% of the request in any case.

15. LETTER OF INTENT RE: Health and Safety Training

The Company agrees to participate in a CAW Health and Safety Training Program provided it proves to meet our standards and requirements.

The Company also agrees to provide a Leave of Absence with pay of up to five (5) days to allow for the Union Health and Safety Representatives, the Union Plant Committee and Trades Apprentices to participate in the training. This training shall be scheduled by mutual agreement. Further discussion will occur regarding the best method of instruction to be used to provide health and safety training to all our plant employees. The Union agrees that the Company Health and Safety Representative may also participate in the training program.

16. LETTER OF INTENT RE: Medical Disputes

Any dispute resulting from a difference of opinion between two legally qualified physicians representing our employee and the insurer which cannot be resolved by the Company and the Union will be decided by a legally qualified physician. This physician shall be

chosen by mutual agreement of the Company and the Union. The employee shall be paid disability benefits for a maximum of four (4) weeks while the matter is being resolved.

An employee or his dependent required to travel more than 50 kilometers (one way) for a medical examination ordered by the insurer shall be reimbursed on a basis of twenty-eight (28) cents per kilometer travelled.

Any additional medical evidence required after the first submission will be paid for by the Company.

17. LETTER OF INTENT RE: Incentive Plan

The Company and Union agree to form a pay committee of three (3) Union and Management representatives to review alternate pay systems, and to deal with payroll or benefits from the 1991 Collective Agreement. Other members may be requested to attend committee meetings to deal with pension issues.

18. LETTER OF INTENT RE New Technology

The subject of new technology was introduced during negotiations and the need for continued training of necessary employees including the skilled trades workforce.

In response to the concerns expressed, it was agreed to establish a committee, comprised of three (3) representatives from the Union and the Company

The Committee will meet on a quarterly basis or more frequently if deemed necessary by either party.

The Company and Union will ensure there are personnel on the **Committee** who are thoroughly conversant with technological issues.

Sufficient advance notice will be given on the contemplated changes in order for the Committee to have adequate time for discussion regarding training plans for **the** necessary work force.

The **Committee** shall **have the right to** recommend that work assignments in various departments be adjusted to the extent that is necessary to expedite training.

19. LETTER OF INTENT RE: Union Committee Meetings

The Company and the Union agree that the Union Committee will be granted the opportunity to meet with **the CAW National Representative at the Local** Union office when necessary **to** resolve in-plant problems. Provided the Company is given twenty-four (24) hours notice, **the** request for such meeting will not be **unreasonable** denied and such meetings will **not** be **more** frequent than once per month.

20. LETTER OF INTENT RE Employee Orientation

The Company and **Union** agree to allow **the Union** to meet **with** all newly hired employees for **a two** (2) hour orientation period, prior to their attaining seniority.

21. LETTER OF INTENT RE Structure Testing

During recent negotiations the topic of testing **was** discussed and **the following** will constitute the structure of Testing.

1) Indicator Test – this is an evaluation where one passes or fails. If applicant fails his/her Supervisor and Union Representative will assist employee to concentrate and overcome weaknesses for a period of three (3) days on the job.

2) Relevant job training and testing – after three (3) days the applicant will decide to waive his/her application or carry on with training. If applicant opts out at day three (3) this does not constitute a job posting.

3) Employee will continue in training for ten (10) day trial period. At which time employee must determine whether or not to proceed. If the employee chooses not to proceed he/she will have the option to apply again. However, if employee chooses to proceed and fails, he/she returns to his/her original position. The employee is then frozen in this position for one (1) year before having the opportunity to apply again for such a position.

22. LETTER OF INTENT RE: Average Hourly Earnings & Hourly Rate

Average Hourly Earnings (A.H.E.) will be calculated; 1) from Production Tickets with uptime of 80% or higher; 2) based on a continuous twelve (12) week rolling period for each employee

Effective October 2, 1991, employees will begin to establish their base for A.H.E. (Average Hourly Earnings), and A.H.E. (Average Hourly Earnings), will start to be used January 6, 1992. For the period from October 1, 1991 to December 31, 1991 Company convenience will be paid for all cases where A.H.E. (Average Hourly Earnings) will apply.

Hourly Rate - will include base rate plus add-on **and** COLA and applicable shift and **overtime** premiums.

23. LETTER OF INTENT RE: Attendance Bonus Plan

Commencing on Monday, January 6, 1992, employees with seniority shall earn 2 hours of attendance bonus credit for each month in which they work all **of** their regularly scheduled hours and all agreed to scheduled overtime without absence or more **than** one lateness in such month.

An **employee** who is absent for some but not all of his regularly scheduled hours in a **month** will **qualify** for attendance **bonus** credit provided such absence(s) were **for** one or more of the following reasons:

- 1) Jury **Duty**
- 2) Bereavement
- 3) Holidays listed **in** Article **10.01** of **the** **Collective** Agreement
- 4) Lieu time per Article 9.04
- 5) Vacations (accredited vacation time)
- 6) Excused absences for Union business
- 7) Any layoffs during the month.

On October 15th. **of** each year **the** Company will post the following notices on the in plant notice **boards**.

Employees with accumulated attendance bonus hours to their credit **as** of October 1st. of each year **may** receive **pay** in lieu of such accumulated hours and such hours in October or upon request anytime thereafter.

The money's requested above will be paid on a separate area on the pay cheque of the following pay period.

Yours very truly,
BUTLER METAL PRODUCTS

Monica D. Hall,
Human Resources Manger

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