

COLLECTIVE AGREEMENT

BETWEEN

BUTLER METAL PRODUCTS
A Division
of Oxford Automotive Inc.

AND

THE NATIONAL AUTOMOBILE,
AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS

UNION OF CANADA (C.A.W.-
Canada)

and its local 1986

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PREAMBLE

The company agrees to cover the cost of all meeting rooms, lost time for negotiations, and the printing of the Collective Agreement Booklets from a unionized printer.

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:	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. **It is agreed that this plant movement language clause will only apply to plant movement within the confines of Canada and its borders. Any reference to the Company in this agreement will mean Butler Metal Products, a Division of Oxford Automotive, Inc.**

INTER-COMPANY HIRING

As of this date, if either the Butler or Del-Tech divisions of Oxford Automotive, Inc. are hiring new employees, and there are any employees on layoff from either, then any available jobs at either of the Companies will be offered to the laid off employees from the other based on the seniority date with the Company from which they are laid off.

To be eligible for the above, any

laid off employee must make application for employment at the other Companies.

Employees accepting jobs with another Company will be allowed date of entry seniority with no probationary period.

For the purpose of job posting, layoff and recall in a new location, the employee will forfeit all of his/her- prior accumulated seniority, but will maintain all benefits pertaining to his/her length of service with the Company.

Upon application, such employee will only be able to return to a vacancy in his/her former plant, for a period of twelve (12) months from the transfer date, and will not be entitled to displace any employee in the former plant.

If the employee is recalled to his original Company of hire and refuses recall, then the employee will forfeit his/her seniority rights to his original Company of hire. Any **reference to the Company in this agreement will mean Butler Metal Products, a division of Oxford Automotive, Inc.**

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 procedure.

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. Meeting notices, election notices, and replacement and alternative representation notices do not require the Company's pre-approval. All other notices must continue to be stamped by the Company as per the bulletin board policy.

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 co-operate 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". The Union and Company agree to co-operate in circumstances where the Company or Union have brought a complaint in reference to any individual whose actions may lead to a violation of the code. Either party may request a meeting to deal with the alleged incidents with all members concerned to prevent further incidents.

1.05 - Supervisors, persons above the 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. The Company must post new Company rules and regulations, and policies with full intent of such rules, regulations, and policies at least seven (7) days 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 interview the employee(s) involved and other individuals involved within three (3) working days of the company becoming aware or should have become aware of the alleged incident(s) and the individual(s) involved unless extended by mutual agreement. "Working days" for the purposes of this clause shall mean employee working days. For example, employee time off (vacation, PPH lieu, LOA, sickness, WCB, WI, bereavement, etc) for any reason is not included in the three days.

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 and the Company shall provide his choice of the Steward or Committeeperson who is in the plant and on the shift he wishes to represent him during such interview, unless a different process is mutually agreed upon. The Employee and the Steward

or Committeeperson shall be allowed to discuss the case, prior to the interview with Management Personnel. Employees will be paid at their prevailing hourly rate (**O.S.A 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 parties will exchange all known related facts gathered through their respective investigations, prior to the employee being served with the above discipline.**

(a) The employee shall not be required to serve a suspension until such interview and written notice have taken place and the Union has had up to two (2) full shifts to investigate. **In the event that the company feels there is an immediate danger in keeping the employee at work, before sending an employee home, the company will review it with a union representative.**

Discharged employees will be removed from the plant immediately and the Union will have two (2) full days to investigate.

If after the discharge investigation the employee is found to be terminated without just cause, he will be compensated the two (2) days of investigation.

- (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 unless it is mutually agreed between the Company and the Union 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 offences will be reduced in status accordingly, six (6) months following the date of expiry.

4.05 - The Company shall have just cause to discharge a probationary employee (Probationary as defined in clause 6.02 (a)) who:

- (i) does not perform the duties or functions of his/her job to the satisfaction of the Company
- (ii) violates any Company policy or plant rule, or,
- (iii) does not otherwise satisfy the requirements of his/her probationary employment including, without limit-

ation, the requirement of regular and punctual attendance, poor work attitudes and effort and unsatisfactory work performance

- (a) The Industrial Relations Manager, or his designate, shall meet with the discharged probationer to review the circumstances of the discharge. The Union Rep shall attend and remain unless the probationer signifies otherwise.
- (b) Within five (5) days of the above review, the discharged probationary employee may in accordance with the provisions of this agreement file a grievance that his discharge was without just cause.

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. At the time of filing the grievance it will be the Union representative's responsibility to number the grievance before forwarding the grievance to the Company.

5.03 STEP TWO (2)

If no agreement is reached at Step one (1) of the grievance procedure, the Committeeperson may appeal the grievance to the Mgr. 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 Committeeperson.

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 **O.S.A.** 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 rate 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 rate 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 **O.S.A. (Off Standard Allowance)** 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 **twenty (20)** 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 and Brent.

5.15 - On October 1st of each contract year the Company and Union will schedule arbitration dates 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 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. **Departments are defined in Article 6.17.**

The company and the union agree that this clause will be interpreted to mean that when a job is eliminated These employees will have the right to bump the junior employees on the shift and in the department, in accordance with seniority. If there are no employees on the shift and in the department, then he may elect to bump the junior employee in the department plant wide. This agreement will be for the duration of this collective agreement.

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 employees 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 be used during the course 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 qualified employee will

be used for all unscheduled absenteeism and immediate emergencies. The senior qualified employee on the shift in the plant shall be given the option of performing the work available on all other occasions. To be qualified as per Article 6.13 (c).

(b) The Following Classifications Will Have Backups:

Butler Metal

Die Setter - Press
Die Setter - Secondary
Serviceman - Chemical/Robotics
Floor Inspector
Automatics/Set-up/Operator
Senior Shipper
Tool Crib Attendant
Mig Welder
C.M.M./Gauge Inspector
Die Room Attendant
Maintenance Helper
Janitor
Receiver/Crane Operator
Layout Inspector
Lift Truck-Prod-/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. The Union will receive a copy of all resignations and refusals, via a master change form.

(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. **This includes all overtime opportunities.**

(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.

(l) 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, **O.S.A.** for the time worked in the department to which he is transferred.

When choosing an employee for a special assignment **in the plant**, the opportunity will be given to the senior employee, in the department, working on the product. In the case of rework, the Rework Operator will be canvassed first. The Union will be notified in writing, of a temporary vacancy that the Company expects to last more than three (3) days. **Where there is an opportunity for a special assignment(s) at a customer location, such assignments will normally be done on the basis of seniority. Should the company decide there are appropriate reasons to make the assignment(s) apart from the policy, the company will review it with the union prior to the actual assignment taking place.**

(m) 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 **O.S.A. (Off standard Allowance)** 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 will be divided into front and back press areas and secondary divided into weld-assembly, **K-truck and Rad. Yoke**, for the purpose of this clause only. **Any future product lines will be mutually agreed upon between the Company and the Union.**

(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. Termination will mean after final disposition.

(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, date and number 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 successful applicants name will be posted and 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 full-time or backup postings for Senior Shipper, Q.C. Inspector, Die Setter, CMM/Gauge Inspector, Serviceman, and Receiver/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/Gauge Inspector, Serviceman, and Receiver/Crane Operator. Before starting the 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 as per 6.05 (h) and will be classified as a recall after twenty-one (21) consecutive days, excluding overtime.

Employees will have recall rights to their original position up to a period of thirty-six (36) months. Anytime after thirty-six (36) months if there is a need to increase the work force an employee will be given the one-time option of reverting to his original position or retaining his present classification.

LOSS OF SENIORITY

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

(a) If an employee quits his employment and does not rescind the notice to quit within twenty-four (24) hours where extenuating circumstances or duress was involved.

(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. The Company will continue the current practice of allowing employees to have five (5) working days to report from the date the registered letter is sent to his last known address. It is understood that if an employee submits satisfactory evidence that he was not notified by the Post

Office within five (5) days and contacts the Industrial Relations Manager or in his absence the Human Resources Department of the Company, within twenty-four (24) hours of receiving his recall letter, he will not lose his seniority. 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 months 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, 1997** may be returned to the bargaining unit at the discretion of the Company at any time up to three (3) months after the transfer. An employee so transferred shall return to the bargaining unit with the same seniority which he 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" and/or "C" 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 an 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, on the other shifts 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 fulfill the requirements in 6.13 (c).

(e) Prior to any 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 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-
Chemical/Robotics**

Floor Inspector
Automatics/Set- & /
Operator
Die Setter -Press
Die Setter -Secondary
C.M.M./Gauge Inspector
Senior Shipper

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

When one (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 assign-
ments.

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 senior-
ity 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 inclusive of it's classifications in the plant:

BUTLER METAL

Skilled Trades - Lay-out Inspector, Tool & Die Maker, Toolroom Machinist, Industrial Millwright, General Maintenance Mechanic, Welder/Construction Maintenance, Motor Mechanic, Electrician/Construction Maintenance

Quality Control - Floor Inspector, CMM/Gauge Inspector

Pressroom - Press Operator

Automatics - Autos/Set-up Operator

Secondary - Secondary Operator, Incentive Mig Welder, Mig Welder Repair

Shipping - Senior Shipper, Receiver/ Crane Operator, Tool Crib Attendant, Shipping/Receiving Clerk,

Non-Production - Labourer/Janitor, Maintenance Helper, Die-Setter Press, Die-Setter Secondary, Serviceman Chemical/Robotics, Die-Room Attendant, Line Inspector, Lift Truck

**Prod/Non-Production, Yard Truck,
Rework Inspector/Operator**

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. The 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.

Current wage rates to apply plus \$0.58 COLA fold in on October 1, 1997.

All job classifications to receive 1% increase on October 1, 1999.

Skilled Trades to receive an

additional \$0.20 increase on October 1, 1999.

As of October 1, 1998, all incentive operators will go on a day rate of \$21.35/hour plus \$0.58 COLA fold-in.

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, 1997	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

PREMABLE

The union and the company agree that current incentive system will end on October 1, 1998, or when an existing job runs out, whichever is first. Also, any reference to AHE will be replaced in every part of the contract by OSA (130%) October 1, 1997.

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 earnings 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 hand written 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 Time Study Representative and Plant Chairperson 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. All method changes proposed by employees shall be documented on the Employee Suggestion Plan (ESP) form. The Union will receive a copy of suggestions referenced above. 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 coordinate 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 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 may not be established in accordance with (a) above or challenged until it has been given a fair trial by an average experienced operator. A fair trial shall 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.
- (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

normal 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 **O.S.A. (Off Standard Allowance)** 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 **O.S.A. (Off Standard Allowance)** has been approved, all the run time, scheduled breaks and downtime, will be paid **O.S.A. (Off Standard Allowance)** 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 on 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 **O.S.A. (Off Standard Allowance)** 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 - 3.30 p.m. to 2.00 a.m. Monday through Thursday
Half hour (1/2) unpaid lunch.

(b) During the 1997 negotiations, the parties discussed the issue of increasing customer demands in the area of product delivery. As a result, it was agreed the company may introduce an afternoon shift in the shipping department. The hours of work would be 3:30 p.m. to 12:00 p.m. Monday to Friday.

Those employees involved in 24 hour a day production will be on the following schedule:

Hours of work when three shift operation required:

Day Shift - 7.00 a.m. to 3.00 p.m.
Monday thru Friday Twenty (20) minute paid lunch.
Afternoon Shift -3:00 p.m. to 11:00 p.m. Monday thru Friday
Twenty (20) minute paid lunch.

Midnight Shift - 11.00 p.m. to 7.00 a.m. Sunday thru 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 six (6) 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 two times 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.

(h) An employee who has accepted an overtime assignment and fails to report for work, shall be charged **the number of hours originally scheduled.** This absence is subject to the Absence and Lateness procedure and plant rules.

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 five eight (8) hour days or Four ten (10) hour days in any one contract year. Such lieu days may be taken either individually or together. Employees will be allowed to bank up to an additional 40 hours to be paid once per year in a lump sum. There will be no carry forward of lieu days or banked time. Any time booked prior to September 30, 1997 will be honoured.

(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, and for "C" shift no later than 7:00 a.m. on the Thursday, 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, Bereavement, Jury Duty, Crown

Witness or Union business. It shall be the responsibility of the employee to indicate his request to work overtime to his Supervisor in writing, via master change form 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, **and as per 6.05 (h)** 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, as per agreed to overtime guidelines.

(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 Committeeperson 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 canvassed overtime, as per Article 9.

9.12 - In the event the Company requires employees to perform inventory, it will first select senior

qualified employees for the classification of lift truck and then senior employees in the classification of quality control. 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 base rate plus cola plus add-on (if applicable) plus shift premium (if applicable) and overtime premium (if applicable) for all hours worked.

Article Ten
HOLIDAYS AND VACATION WITH PAY

10.01 - seniority employees shall be entitled to the following paid holidays:

1997

Thanksgiving Day - Monday, October 13
Christmas Eve Day- Wed., December 24
Christmas Day - Thursday, December 25
Boxing Day - Friday, December 26
1st. Floater - Monday, December 29
2nd. Floater - Tuesday, December 30
3rd. Floater - Wednesday, December 31

3RD. FLOATER FROM 1999, TO BE OBSERVED FRIDAY, JANUARY 2, 1998.

1998

New Year's Day - Thursday, January 1
Heritage Day - Friday, May 15
Good Friday - Friday, April 10
Victoria Day - Monday, May 18
Canada Day Floater - Friday, July 3
Canada Day - Monday, July 6
Civic Holiday - Monday, August 3
Labour Day - Monday, September 7
Thanksgiving Day - Monday, October 12
Christmas Eve Day-Thurs., December 24
Christmas Day - Friday, December 25
Boxing Day - Monday, December 28
1st. Floater - Tuesday, December 29
2nd. Floater - Wednesday, December 30
3rd. Floater - Thursday, December 31

1999

New Year's Day - Friday, January 1
Heritage Day - Friday, May 21
Good Friday - Friday, April 2
Victoria Day - Monday, May 24
Canada Day Floater - Friday, July 2
Canada Day - Monday, July 5
Civic Holiday - Monday, August 2
Labour Day - Monday, September 6
Thanksgiving Day - Monday, October 11
Christmas Eve Day-Friday, December 24
Christmas Day - Monday, December 27
Boxing Day - Tuesday, December 28
1st. Floater - Wednesday, December 29
2nd. Floater - Thursday, December 30
New Year's Day - Friday, December 31

2000

Heritage Day - Friday, May 19
Good Friday - Friday, April 21
Victoria Day - Monday, May 22
Canada Day Floater - Friday, June 30
Canada Day - Monday, July 3
Civic Holiday - Monday, August 7
Labour Day - Monday, September 4

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

(a) One (1) day to be observed between October 1 and March 31 and the other between April 1 and September 30 in each contract year.

(b) Employees will be granted permission on a **first come first served basis**. If more than one employee applies on the same day for the same day, permission will be granted by seniority. 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, **classification, or shift** 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 one (1) week in advance.

(iii) Employees unable to observe such holiday(s) due to illness or injury thirty (30) consecutive calendar days immediately preceding April 1 and/or Oct. 1 shall receive the holiday(s) payment.

(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 **Off Standard Allowance (O.S.A.)** 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. **If an employee is late on either the shift preceding or the shift following the statutory holiday, it is understood that any shortage of time on either of the qualifying days will also be deducted from the statutory holiday pay.**

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 and shall be paid the applicable rate and hours that existed had he been working at the time of the holiday.

(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 holidays 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. Employee scheduled vacation will take precedence over lieu time and P.P.H. during prime time months of June, July, and August.

During these prime months employees scheduled vacation of week blocks will take precedent over one (1) day vacations regardless of seniority.

(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 February 1st. Employees shall indicate their vacation preference not later than the last day in February. The company will notify employee of their annual vacation dates no later than March 31.

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 use all available means to accommodate employees on the basis of seniority. **The union agrees to work with the company to resolve any problems with respect to vacation requests that could cause operational difficulties.**

An employee required to work during the normal vacation period will be so notified by March 31 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 the last day of February 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 twelve (12) years of continuous service as of June 30 of the current vacation year will receive four (4) weeks vacation at 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 continuous service as of June 30 of the current vacation year will receive five (5) weeks vacation at 10% of total earnings, and will accumulate one (1) additional day per year to a maximum of one (1) week at which time they will

receive eleven percent (11%) of total earnings.

Employees will be entitled to one (1) additional day per year, which may be taken at the employee's option as unpaid vacation. The company and the union agree that this additional vacation need not be taken by the employee. At the time of five (5) days accumulation, the employee will receive the additional week of vacation and the 11% of total earnings, in conjunction with Article 10.11.

(i) Employees entitled to more than two weeks of vacation, as provided for in Article 10.07 (d) - (h) above, will have the option of enjoying their full vacation time, or working a maximum of one week's vacation time, but will receive any vacation pay they are owed. This article does not modify the provisions of article 10.07(h) in regards to the additional days earned over and above their five week entitlement.

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). The Company to begin scheduling the previous years vacation on April 1, of the following year.

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 plus COLA for a non-incentive employee and **O.S.A. (Off Standard Allowance)** plus COLA 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. **The company and the union agree**

that this additional vacation need not be taken by the employee.

Article Eleven
HEALTH & SAFETY

The Company recognizes its obligations to provide a safe and healthy working environment for all employees, and will correct unsafe and unhealthy issues in a direct manner without undue delay.

The Union recognizes its obligations to co-operate in maintaining and improving a safe and healthy working environment. Any reference in the Collective Agreement to the Occupational Health and Safety Act will refer to the Occupational Health and Safety Act and WHIMIS Regulation revised Statutes of Ontario, 1990, chapter 0.1, as amended RRO 1990, Reg. 860, as amended by O. Reg 36/93 RRO 1990 Reg. 834.

The Company will make available to the Joint Health and Safety Committee any manuals, codes or published material related to the workplace, as specified under the Occupational Health and Safety Act, with copies kept in the hourly health and safety office.

The Company and the Union agree to comply with the Occupational Health and Safety Act 1978, (RSO 1990 C.O. 1) and Regulations, for Industrial

Establishments, and such amendments to same which from time to time become Law. However, **the standards in effect with respect to WHIMIS (Regulation 860) and Section 43 of the Occupational Health and Safety Act as at January 1, 1996 shall remain our minimum standards.**

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. The Joint Health and Safety Committee (JHSC) shall assist in creating a safe and healthy place to work by recommending actions which will improve the effectiveness of the Company's Health and Safety program and shall promote compliance with appropriate laws, regulations and codes of practice.

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.

The Union members of the JHSC committee shall meet two (2) hours per month to discuss related issues if needed.

(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, **and give a written report at the end of the plant audit with copies going to the Joint Health and Safety Committee, the Bargaining Committee, company President, Plant Manager, Safety Co-ordinator, and to each Supervisor of areas where issues occur. The company will respond within thirty (30) days of what action is to be taken, when it will start, and when it will be completed.**

(c) For purposes of making Health and Safety inspections, and/or reviewing unresolved matters, the National Union Health and Safety Representative will with proper advance notice have access to the plant.

(d) A Union Health and Safety Representative, on the shift, **shall have the right to participate in all incident and accident investigations, work refusals, and receive copies of the same within 3 working days.**

They shall also receive prompt notification of any fatalities or serious injury resulting from work related accidents.

(e) Review, recommend and participate in the development of plant safety, education and information programs and employee job related safety training programs.

(f) The Company will make available and train **one** Union Health and Safety Representative **per** shift, in sampling and monitoring equipment for measuring noise, carbon monoxide and air flow. when the conditions in the plant indicate a need to conduct tests with such equipment such tests will be performed jointly. **Testing of the above noted will be done at least monthly with records kept and results posted on the health and safety boards and mentioned areas.**

(g) Accompany the MOL and/or Electrical Inspector during any **inspections or visits** and receive a copy of any orders **which may be issued** by the Inspector as a result of **any inspection, visit or meeting.** Management will be involved in all **of the above** as well.

(h) 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 area of authority and he chooses not to sign.

(i) The Joint Health and Safety Committee may solicit and consider recommendations from the workforce with respect to health, safety and ergonomic matters, not to exceed two (2) hours per month as per 11.02 (a) and without production interruption.

(j) Where an ergonomic concern is beyond the scope of the Joint Health and Safety Committee or the Company Engineer, the Company shall hire a consultant agreeable to the JHSC.

(k) All union members of the Joint Health and Safety Committee will be certified and have at least six (6) hour Workers Health and Safety Centre ergonomics training.

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 to the Union Bargaining Committee, JHSC, and the employee. **No new product, new process or new equipment will be brought into the plant without proper current M.S.D.S., wiring and mechanical drawings.**

The Company shall ensure that **each year** audiometric tests are given and paid for by the Company. The results of the audiometric examinations will be given to each employee and discussed in detail with the employee. Statistics shall be supplied to the Health and Safety Committee, **annually.** Permanent records of audiometric and noise level surveys will be maintained in the plant.

11.05 - The Company agrees to have qualified first aid attendants on all shifts. **The company agrees to post outside the first aid room the names of the first aid personnel on duty at all times on each shift.**

11.06 - The Company shall provide access to the joint Health and Safety Committee and the representatives thereof to accident reports and other

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 **Off Standard Allowance (O.S.A.)** 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 **Off Standard Allowance (O.S.A.)** for an incentive employee or his regular rate for a non-incentive employee. The employee shall suffer no loss of pay.

(c) 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 Off **Standard Allowance (O.S.A.)** 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 Loss Control Manager or his 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 **and in conjunction with Article Eleven Preamble.**

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 **eighty (\$80.00) dollars** effective **October 1, 1997;** 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 and any Company rules and regulations will be posted at least seven (7) days prior to implementation, unless conditions are of such an extreme nature that it would be inadvisable to wait seven (7) days.

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 twenty-four (24) 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 **October 1, 1997 - \$70.00**

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, **die setters, servicemen and automatics operators** at time of hire. **Locks will be used by these employees in accordance with the company lock and block procedure and will not be used for any other inappropriate purpose. Employees violating this clause will be subject to discipline.**

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 **Off Standard Allowance (O.S.A.)** for an incentive employee.

Management must be provided advance notice, if possible, and the specific reason for such time requested. When a Health & Safety representative is requested, the Company shall provide without undue delay, as per 5.02 (a). The Union Health & Safety committee will be supplied an office equivalent

to present.

11.21 - The Joint Health & Safety Committee will establish on-going training programs for employees classified as press operators and fork-lift operators, **crane operators, moose operators, manlift operators,** including back-up employees. **There will be annual training for the Lock and block procedure.**

The Joint Health & Safety Committee will establish procedures to be followed by all employees 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 **on October 1st of each contract year** as follows:

Quality Control - One Shop Coat per week.

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

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

The company also agrees to supply all necessary employees with individual locks and keys for the lock and block procedure.

11.23 - The Company agrees to allow

employees one (1) minute of silence at 11:00 a.m., April 28, each year, in observance of the workers who died in industrial accidents.

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 **Off Standard Allowance (O.S.A.)** 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 employees' spouse, child or **step-child**, mother or step-mother, father or step-father a leave of absence with pay of five (5) working days or forty (40) hours shall be granted to the employee, excluding overtime.

(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 **Off**

Standard Allowance (O.S.A.) rate for an incentive employee.

- 12.03-(a) 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 then 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.

Every effort will be made to grant any seniority employee a leave of absence for compassionate reasons, provided the reasons are acceptable to the Company.

A personal leave of absence of three (3) regular working days, or less will require the five (5) day notice period, as per above, unless circumstances dictate otherwise.

(b) 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.

(c) 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 of
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. Absence due to incarceration for other minor offences under the Criminal Code, not exceeding 120 days after conviction, will be accepted as satisfactory reason under Article 6.11 (c) and 6.11 (d).

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.

Any additional medical evidence after the first submission, being requested by the Company or the Carrier, will be paid for by the Company. If the employee cannot meet the return to work date or there is no return date specified, as indicated on the disability form any request for additional medical evidence will be paid by the employee. At the time of distribution of the Collective Agreement, each seniority employee will receive an updated documented benefit booklet.

The benefits set out in this Article and the eligibility for such benefits, shall not be changed or modified during the life of this agreement except by negotiation and the mutual agreement by the Union and Company.

13.01

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

Effective **October 1, 1997** -**\$555.00** 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 Major Medical Plan, as negotiated and agreed to in the Insurance Carrier's policy for each employee in the active employ of the Company and in the bargaining unit who has completed his probationary period. Effective **October 1, 1997**, a \$2.00 drug plan applies. **This plan will be a generic drug plan, unless the employee's physician specifically directs another drug for medical reasons.**

(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, 1997**, employees and their eligible dependants will be provided coverage for fifty percent (50%) for full or partial dentures. Orthodontics for employees and their eligible dependants will be covered for fifty percent (50%) to a lifetime maximum of **\$1600** effective **October 1, 1997**. The "Basic" maximum coverage will be **\$1600** per calendar year. Benefits will be paid on the most current O.D.A. schedule in effect from time to time.

(d) Vision Care - The Vision Care Plan will pay:

Effective October 1, 1997 - Up to \$220

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, twelve (12) months if a change in 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 1/97 - \$22,500

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 \$1,800.00 for disabilities which occur after October 1, 1994.

Employees in receipt of Long Term Disability benefits prior to October 1, 1994, will have the maximum benefit rate increased to \$1400.00 effective October 1, 1994.

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

Pre-existing condition shall not

apply to current and future employees not previously denied this coverage.

(g) The employees will have the following additional coverage:

- (i) Chiropractor: \$10.00 per visit to a maximum of \$300.00 per calendar year. Coverage applies from the first visit.
- (ii) Physiotherapist - \$10.00 per visit to a maximum of \$300.00 per calendar year applies from the first visit.
- (iii) Hearing Aid - \$800.00 per person for a prescribed hearing aid in a 36 month period.

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 one (1) year.

(b) Employees with more than one (1) year's seniority:

(i) Major Medical, Dental, A.D. & D 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, 1994 the normal pension formula will in addition provide a minimum benefit of \$36.00 per month applicable to all years of credited service.
- (ii) Subsequent years as follows - Effective October 1, 1995, \$38.00; effective October 1, 1996, \$40.00; effective October 1, 1997, \$42.00; effective October 1, 1998, \$44.00; effective October 1, 1999,

\$46.00.

- (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.

Current retirees, including those on disability, who retired prior to October 1, 1988, will have their

benefit increased by two (2) dollars per month per year of credited service for six (6) years.

Current retirees after October 1, 1988, and up to 1993, will have their benefit increased by one (1) dollar per month, effective October 1, 1994.

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

(g) Effective October 1, 1994, employees may elect early retirement with an un-reduced pension at age 55 provided they have at least 30 years of credited service at or after age 55 as follows:

Effective October 1, 1994	1800
Effective October 1, 1995	1900
Effective October 1, 1996	2040
Effective October 1, 1997	2160
Effective October 1, 1998	2280
Effective October 1, 1999	2400

Effective October 1, 1999
Unreduced pension at age 53 and 30
years of service.

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 and retirees to age 65 with the following amounts of life insurance:

\$44,500 effective October 1, 1997

(b) The Company will provide a paid up Life Insurance Policy of **\$5,000** for all current retirees and employees retiring after October 1, 1997, at age 65.

If the existing retiree already has a \$5000.00 lifetime policy, then the company will leave that policy in existence and provide additional coverage of \$39,500.00 under Article 13.04 (a) until age 65.

(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.

.85	per month per \$10,000 coverage (under age 35 years)
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 maintaining 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 optional 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 any 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, 1994 the Company will provide Transition Survivor Income Benefits Insurance in the amount of \$525.00 per month, \$550.00 effective October 1, 1995, 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, 1994. Dependent Benefits are \$600.00 effective October 1, 1994 and \$625.00 effective October 1, 1995, 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, 1994, 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 Dependants	Dependants
Oct. 1, 1994	\$525.00	\$600.00
Oct. 1, 1996	\$550.00	\$625.00

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 Company agrees to deduct union dues from day one for students and new hires. Initiation fees will be paid upon achievement of seniority.

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., E.I. 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 -
2 stewards on "B" Shift
2 stewards 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 Industrial Relations Manager 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 out 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 **within the plant** 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 **Off Standard Allowance (O.S.A.)** whichever is higher.

Stewards and local Time Study Representative - their own rate or **Off Standard Allowance (O.S.A.)** 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 - **1:30 p.m. to 3:30 p.m.**

One (1) Union/Management meeting per week - 1:00 p.m. - 3:30 p.m.

One (1) Union/Management grievance meeting per month.

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 plant 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 **in advance** 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 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 Committeeperson on October 1, 1991.

16.02 - The Company shall review with the Skilled Trades Committeeperson, 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 not 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 employee's 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 Committeeperson 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, which will be twenty-one (21) consecutive days excluding overtime, 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.

(d) Laid off journeyman employees may, if they so elect, file an application with human resources department for employment in production, upon receipt of such application the journeyman employee will be given preference over a new hire.

Seniority will be date of entry, but, all other benefits will be maintained based on his length of service with the Company.

For the purpose of future job postings and layoffs the employee may at his option, on a one time only basis revert to all prior accumulated production seniority, and any additional production seniority once the employee exercises this option he shall forfeit his seniority rights in the trades.

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 out-lined 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, Millwrights, 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 three (3) 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 Millwright, 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
Millwright	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 weeks in duration. **The company and the union will have meaningful discussion and will mutually agree to any exceptions to this clause.**
- 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) Millwrights.

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 on a rotating basis. 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 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	1,000
Bench	2,778

Optional	500
Related Instructions	672
Total	<u>8,000</u>
Industrial Millwright:	Hours
Tool Crib and Stock Room	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.	1,200
Total	<u>8,000</u>
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 and fifty dollars (\$250.00) 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, 1"-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 provided 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.....	1998	1999	2000
April.....	1998	1999	2000
July.....	1998	1999	2000
October.....	1997	1998	1999

Based on Consumer Price Index:
Published In:

December.....	1997	1998	1999
March.....	1998	1999	2000
June.....	1998	1999	2000
September.....	1997	1998	1999

17.04 - Effective with the adjustment due October 1997 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 COLA adjustment will not be reduced for any CPI change, and will increase only when CPI is higher than its previous highest point.

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.

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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, 1997, the C.O.L.A. float accumulated up to and including the adjustment of July 1, 1997 will be folded as follows:

Base rate for non-incentive - 58 cents
Add on for incentive - 58 cents



Article Eighteen
RENEWAL, AMENDMENT, AND TERMINATION

18.01 - ~~This Agreement shall be effective from October 1, 1997, to and including September 30, 2000.~~ 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 ninety (90) 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.

17A

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, 2000, 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 a six (6) year term to run and will expire September 30, 2000.

Signed this 30th day of September, 1997, at Cambridge, Ontario

For the Company
J. Hammill
B. McDermott
P. Wolfenden

For the Union
J. Dupe
B. Barnett
G. Obergan
D. Maile
R. Robins
T. Rooke
A. McKay

SCHEDULE 'A'

NON-INCENTIVE CLASSIFICATION

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Pay Class	Description	Current	Oct1/97	Oct1/98	Oct1/99
2.	Service-man-Chem./Robotics ...	21.53	22.11	22.11	22.33
3.	Die Setter - Press.....	21.49	22.07	22.07	22.29
4.	Die Setter - Secondary.....	21.49	22.07	22.07	22.29
5.	Automatics/Set-up/Operator..	21.38	21.96	21.96	22.18
6.	C.M.M./Gauge Inspector.....	21.09	21.67	21.67	21.89
7.	Senior Shipper.....	20.45	21.03	21.03	21.24
8.	Floor Inspector.....	20.75	21.33	21.33	21.54
9.	Rework Inspector/Operator...	20.75	21.33	21.33	21.54
12.	Lift Truck - Prod./Non-Prod.	20.31	20.89	20.89	21.10
13.	Receiver/Crane Operator.....	20.05	20.63	20.63	20.84
14.	Line Inspector.....	20.75	21.33	21.33	21.54
15.	Tool Crib Attendant.....	19.92	20.50	20.50	20.71
17.	Die Room Attendant.....	20.10	20.68	20.68	20.89
18.	Shipping & Receiving Clerk..	19.92	20.50	20.50	20.71
20.	Mig Welder Repair.....	21.12	21.70	21.70	21.92

Pay Class Description	Current	Oct1/97	Oct1/98	Oct1/99
22.Maintenance Helper.....	19.63	20.21	20.21	20.41
23.Labourer/Janitor.....	19.47	20.05	20.05	<u>20.25</u>
24.Yard Truck.....	20.10	20.68	20.68	20.89
<u>SKILLED TRADES CLASSIFICATIONS</u>				
25.Layout Inspector.....	24.82	25.40	25.40	25.85
26.Tool and Diemaker.....	24.82	25.40	25.40	25.85
27.Electrician,Const./Maint....	24.82	25.40	25.40	25.85
28.Toolroom Machinist.....	24.82	25.40	25.40	25.85
29.Industrial Millwright.....	24.82	25.40	25.40	25.85
30.General Maintenance Mech....	24.58	25.40	25.40	25.85
31.Welder,Construction/Maint....	24.82	25.40	25.40	25.85
32.Motor Mechanic.....	24.82	25.40	25.40	25.85
<u>INCENTIVE CLASSIFICATIONS</u>				
33.Mig Welder - Base.....	5.36	5.36		
Add On.....	13.97	14.55		
Total.....	19.33	19.91		

167

BR

*Wage
Sheet*

Current	Oct1/97		
34.Press Operator-			
35.Secondary - Base.....	5.36	5.36	
Add On.....	13.85	14.43	
Total.....	19.21	19.79	

DAY RATE CLASSIFICATIONS - EFFECTIVE OCT.1,1998

	Oct1/98	Oct1/99
36.Mig Welder	21.93	22.15
37.Press Operator	21.93	22.15
38.Secondary Operator	21.93	22.15

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APPRENTICE RATES (ALL) OCTOBER 1, 1994

SKILLED TRADES RATE+COLA x THE APPRENTICESHIP RATE AS PEP ART.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. **Jim Dupe**
CAW Local 1986
Langs Drive
Cambridge, Ontario

Dear Mr. Dupe:

During recent negotiations we agree 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 situations 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 of 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 about job rotation to ensure an equitable system for all employees. When an employee asks for rotation, they stay on rotation, which **will** consist of up to a **one** week cycle within **each area**. 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 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 the 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 Committeeperson 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.

The parties also agree that the letter dated August 6th, 1996 with the

attached work ticket will remain in effect for the life of the collective agreement.

Both parties agree to continue application of the August 6th memorandum in regards to heat relief.'

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 the 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 RE: 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.

It is recognized by the company and the union that it is the best interest of both parties to add apprentices only to meet expected manpower requirements and when the forecasted workload and growth of the organisation provide an opportunity to adequately train skilled journeymen.

9. LETTER OF INTENT RE: 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) of gross income calculated weekly effective October 1, 1994. In addition the Company agrees to fund **47 cents per hour** on behalf of each employee effective **October 1, 1997**. 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 they voluntarily terminate their employment except as follows:

Employees laid off for more than one (1) week may withdraw up to a maximum of two hundred dollars (\$200.00) for each week of layoff.

The plan will be administered by Mutual funds.

11. 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 the 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 Committeeperson 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.

The company and the union agree that this program will be available to the **employee and his/her current spouse and children.** There will be a **\$1500.00 total lifetime maximum coverage for all charges to an employee and/or his family under this letter of intent.**

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, 1997**, and will continue to be posted as amended. The Company will submit an updated copy to the skilled trades committeeperson quarterly as required. **All skilled Trades employees will participate in the rotation equally with no exceptions unless mutually agreed otherwise with the Skilled Trades Committeeperson.**

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, **based on seniority, department, shift and classification.** 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 a **maximum of 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: Pension Administration

The Company and Union agree to form a pension administration committee to develop a procedure for the purpose of reviewing pension issues, including, but not limited to, the resolution of issues such as determining the rights of any pension plan member applying for retirement benefits and affording any applicant or the Company, if dissatisfied with any finding of fact or determination, the right to a hearing; eligibility for benefits; and establishing and verifying credited service; and any other matters deemed necessary by the parties.

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 work force.

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 the 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(s).

24. LETTER OF INTENT RR: Retiree Drug Benefits

The union and the company agree that retirees will be covered for the \$100.00 deductible and the \$6.11 dispensing fees as currently required for seniors.

25. LETTER OF INTENT RR: Skilled Trades Shifts

The parties agree to develop an initial balancing of the shifts along the lines presently set out at page 145 of the collective agreement and baaed on the current skilled trades complement. As there are changes in the numbers of skilled trades workers during the life of the collective agreement, the union and the company will meet to rebalance coverage on the shifts.

26. LETTER OF INTENT RE: Contracting
Out of Skilled Trades Work

During the 1997 negotiations, the parties had extensive discussions around the issue of responsibility for equipment and dies that are new to the plant. As a result of those discussions, the parties agree that it is the responsibility of the supplier to provide Butler with a product that performs to the expectation of the company and that the product will remain the responsibility of the supplier until that expectation has been met. However, there may be exceptions to this concept, such as used equipment purchased "as is". The company agrees to meet with the subcontracting committee prior to the equipment and/or dies coming into the plant to discuss the responsibility of the supplier and when Butler has fully accepted the product. Thereafter, the product becomes the responsibility of the butler skilled trades group. However, the union recognises that it may be necessary for the Butler skilled trades workers to work on such products prior to final acceptance, and likewise, it may be necessary from time to time for the supplier to perform additional services after such acceptance. The company and the subcontracting committee will both be responsible for administering the above circumstances.

27. LETTER OF INTENT RF, : General
Maintenance Mechanic and Maintenance
Helper(s)

The company and the union agree that the following shall apply for General Maintenance Mechanic and the Maintenance Helper(s) for the life of this collective agreement only.

1. The Maintenance Helper(s) working in the classification, holding the classification as of May 17, 1996 shall work under the direction of the General Maintenance Mechanic and shall be allowed to continue to perform their present duties.
2. All overtime shall first be distributed to the General Maintenance Mechanic and then to the Maintenance Helper(s) by low man concept.
3. Should the need arise to increase the classification of Maintenance Helper and/or General Maintenance Mechanic, appendixes 2 & 3 of the union proposal will be adhered to.

APPENDIX #2 - MAINTENANCE HELPER

- . Emergency lighting (excluding wiring)
- . Exit lights
- . Keep outside scales pumped out
- . Replace all broken windows
- . Paint building and equipment
- . Clean out all drains provided

- roof drains not plumbers work
- . Repair all office chairs and furniture
- . Paint aisle line
- . Pump out all pits and keep clean
- . Clean all mirrors
- . Make and paint all signs
- . Make office changes, i.e. furniture and equipment moving
- . Building and yard maintenance, including limited grading
- . snow clearing on steps, doors, sidewalks and railroad switches
- . Clean and/or change filters on exhaust units
- . Installation and maintenance of all outside fences (not gates)
- . Installation and repair of fences surrounding Q.C. fixtures and work areas
- . Hang reflector Curtain

**APPENDIX #3 - GENERAL MAINTENANCE
MECHANIC**

- Emergency lighting (wiring)
- Repair office doors, closers and all locks
- Check sprinkles and service weekly
- Grease guard gates and rollers
- Repair all exit doors
- Do all carpenter work,
- Clean out fountain traps and service

- . Repair all toilets and sinks
- . Repair cement floors
- . Limited A.B.S. plumbing work
- . Wake office renovations
- . Maintenance of man cooler fans
- . All core drilling
- . Any guard or fence along walls, aisles, punch clocks, etc.
- . Installation of curtain frame

28 LETTER OF INTENT RE: Procedure to Resolve Health and Safety Issues

When an issue cannot be resolved by Joint Health and Safety Committee (JH&SC), a meeting with the company Health and Safety Coordinator will be arranged to resolve the issue. If this cannot be accomplished, then a meeting between the CAW National Health and Safety Representative, the Bargaining Committee, Upper Management, and the Co-chairs of the JH&SC will meet and try to resolve the problem. This procedure will not override the Health and Safety Legislation.

E9. TELETOF INTENT RE: Shared Success Plan

The company and the union agreed to the establishment of a profit sharing plan to begin October 1, 1998.

Highlights

- The plan will be based on the number of hours worked by plan members.
- This will include overtime, union time, union and company LOA, vacation time. WCB and WI time.
- It will not include personal LOA time.
- A third party to be agreed upon will monitor the plan.

The company and the union will form a committee to develop and oversee the function of the profit sharing plan.

30. LETTER OF INTENT RE: United Way Support Butler Metal Products and CAW Local 1986

The company agrees to participate with the union in supporting the United Way. The Company agrees to allow the membership to be canvassed during company time and re-sign for United Way contributions, which the company will then deduct through payroll and forward to the local United Way.

The United Way committee will also canvass and attempt to obtain a signed release from each employee that allows the payroll deduction to

continue in subsequent years. If an employee signs such a release, then it is the employee's responsibility to inform the company when he or she wishes to stop contributing.

LETTER OF INTENT RE: INCOME SECURITY PACKAGE

Severance Pay Benefits

1. This plan will become operative in the event of :
 - A) a full plant closure.
 - B) ~~Employees~~ with at least (5) years are on layoff as a result of a complete plant closure or partial closing in accordance with WSP guidelines.
 - C) ~~Employees~~ with at least ten (10) years service are on layoff.
2. Benefits under this Plan will consist of Severance Pay amount payable by the Company, and such amount shall be determined in accordance with the employee's payment amount will be in accordance with the following table:

Years	Permanent Job Loss	Closure
5 less than 6 years	10,200	18,800
6 less than 7 years	11,000	20,000
7 less than 8 years	12,600	22,600
8 less than 9 years	13,900	23,900
9 less than 10 years	15,200	25,200
10 less than 11 years	24,200	27,000
11 less than 12 years	25,300	29,000
12 less than 13 years	26,500	31,000
13 less than 14 years	27,700	33,000
14 less than 15 years	28,800	35,000
15 less than 16 years	30,000	37,000
16 less than 17 years	31,200	39,000
17 less than 18 years	32,300	41,000
18 less than 19 years	33,500	43,000
19 less than 20 years	35,000	45,000
20 less than 21 years	37,000	47,000
21 less than 22 years	39,000	49,000
22 less than 23 years	41,000	51,000
23 less than 24 years	43,000	53,000
24 less than 25 years	45,000	55,000
25 years +	47,000	57,000

3. Severance Pay benefits will be inclusive of legislated severance pay.

4. Acceptance of Severance Pay benefits will sever the employee's seniority.

Worker Security Program (W.S.P)

The company agreed to the establishing of a worker security plan which will become operative in the event that:

A permanent job loss due to technology change, product change or, partial plant closure with five (5)

or more years of seniority will be eligible for benefits under the W.S.P.

"Partial Plant Closing" means the permanent elimination of a complete or partial operation from a corporation plant due solely to the cessation of a product line not a decreased volume of a continuing operation due to economic conditions.

"Partial Plant Closing" or the cessation of a product line which occurs for reasons beyond the control of Oxford Automotive or any of its subsidiaries will result in the implementation of the following schedule:

Production: 365 - 319
No obligation.

Below 319 - Plan kicks in

Skilled trades: Up to 6 employees including current laid-off employees.

All employees will be notified of the total job loss and the opportunity to apply for the following options:

Benefits under the W.S.P. shall be payable as follows:

- 1) Employees with (30) thirty Years of service and less than fifty-five (55) years of age (Fifty-three (53) years of age as of

October 1, 1999) as per Article 13:03 (g) will be offered retirement by inverse seniority without an actuarial reduction but will not be eligible for severance pay.

- 2) The company has the option of offering other early retirement packages before proceeding with #3.
- 3) Should there be insufficient voluntary retirements under #1 above, layoffs will be offered to the bargaining unit in order of inverse seniority. Employees who turn down option #1 or #2 will not be eligible for #3. Employees who elect option #3 will not be eligible for severance pay.
- 4) 50/10 Early retirement Provision
In the event of a partial or complete plant closure, the company will provide an early retirement window to those employees who attain age 50, with 10 or more years of credited service, and who will be affected by the job loss. These employees will be offered the opportunity to elect voluntary retirement with an unreduced pension. This pension benefit (years of credited service X basic and supplemental amount) would be unreduced on account of age.

The union and the company will have meaningful discussion about whether new work is available. The company will provide the union with copies of documentation regarding new work coming into the plant following a layoff. If new work is coming into the plant, the company will have 35 weeks from the date of layoff before the employees are given the option of taking benefits under the ISP. If no new work has been identified, then the employee will have the option of taking ISP benefits upon the first day of layoff.

OVERTIME GUIDLEINES AND
CANVASSING PROCEDURE
EXCLUDING SKILLED TRADES

1. Overtime will be calculated in the following order:

Two (2) Shift Basis

Premium Day hours:

Monday then Friday "A" shift
Monday then Thurs. "B" shift
Sunday hours
Saturday hours
Friday "B" hours
Early starts and late starts

Three (3) Shift Basis

Premium Day hours:

Monday then Friday, for all shifts
Sunday hours
Saturday hours
Early starts and late stays

Employees will be scheduled for work in the following order:

- 1) Back up position if available by hours.
- 2) Reduced position as per 6.05 (h)
- 3) Classification by hours.
- 4) Capable by hours.

Scan in time for all shifts is 11:00 p.m. Sunday to 9:00 p.m. Wednesday.

2. Modified duty employees or

modified hour employees are not eligible to work overtime, but will be charged all applicable overtime hours. The Safety Manager will keep the overtime program updated as to who is a modified worker. This will include light and restricted duties as well.

3. If an employee has scanned into work in his classification and his back-up position is available he will be scheduled in his back-up position if required by hours. Employees reduced from their classification will be scheduled before the back-up positions as per Article 9.08 (i), 6.05 (h).
4. If all overtime requirements have not been met, then employees who can perform the work without training on the specific shift with the least amount of hours will be provided the opportunity to work, provided they scanned in to work available or capable positions.
5. In the event that overtime requirements are still not met on the off shift, the employees that have scanned in for any off shift work will be asked. The employee will be scheduled into their regular classification on the off shift where/when available or other work available. Employees must be told when/where available

or other work available is at the time of canvassing.

6. **Employees** not in the plant due to an approved LTD, LOA, WI, WCB, vacation or PPH will not be allowed to scan in and are charged the hours. Vacation, LOA, WI and WCB which are not covered by the Collective Agreement are only charged if they have seniority to be in the plant. This excludes employees on Company business, Union business, jury duty, bereavement or crown witness who have signed a **master** change form indicating their desire to work overtime before leaving the plant.
7. All overtime eligibility sheets that are posted shall be under lock and key in the front and back cafeterias.
8. It will be the employee's responsibility to scan in for their desired overtime each week. Overtime scan in time for all shifts will be 11:00 PM Sunday until 9:00 PM Wednesday. All disputes will be clarified and rectified by utilizing the **computerized** audit trail. After Wednesday at 9:00 PM employees can only cancel their overtime using a **master change form** and **must** do so at least two (2) hours prior to the end of the shift preceding the overtime or will be subject to the absence and lateness procedure.

9. Anyone working a standard amount of overtime must scan in each week during scan in time to ensure proper charging of hours.
10. All "out" of plant overtime must be recorded. The overtime must be filled out on a master change form and charged prior to Wednesday at 9:00 PM and one copy to the Union.
11. There will be no pre-arranged overtime.
12. The overtime eligibility lists will be posted in the cafeterias by Wednesday 11:00 PM for "B" shift, by 2:30PM Thursday for "A" shift, and 12:00 AM Thursday for "C" shift.
13. If overtime requirements change before 3:30 PM on Thursday for "A" shift, no later than the end of the second hour of their Thursday shift "B" shift, or 7:00 AM Thursday for "C" shift preceding the overtime period, the next employee (s) on the asking order who applied to work will be given the opportunity to work starting the shift with the overtime changes and then rescheduling all other overtime shifts.
14. a) If after the above stated time, the overtime requirements

change (increase or decrease) then only the employees who applied for the applicable overtime will be notified to work (without affecting the rest of the overtime order).

b) Any employee who is canvassed after the above cut off times and refuses the overtime opportunity will not be charged the canvassed hours.

15. In all cases of overtime requirement changes, the eligible employee (after the first eligibility list is posted) will be notified individually by a management representative, if in the plant.

All phone calls will be made with a Union representative present.

Overtime sheets used should show date, time and phone number and initialled by Union and Company representative.

16. All overtime sheets are to be handed into payroll by Friday at 9:00 AM. This ensures that all overtime sheets are available for the Union Steward to get sheets by 10:00 PM Wednesday.

17. If an employee fails to report for their scheduled overtime shift the supervisor may re-staff the positions with the hourly employees on the shift that are

available to him.

18. If an emergency situation arises during any overtime shift and the company must call employees by phone to come into work, the Company must contact the employee and have present a Union representative.

If a Union representative is not available, a Union member may be substituted. No overtime can be accepted by anyone other than the employee. There will be one (1) call back if there is a busy signal. overtime sheets used should show date, time, phone number and response, and shall be signed by the Union and Company representatives.

All additional canvassing will be recorded on proper form supplied by the Company. A copy should be given to the Union representative/member immediately.

- 19 This procedure will not include Skilled Trades.
- 20 When employees enter a classification they will be averaged in using this manner:
 - a) If the employee with the highest hours has more than twenty-one (21) hours than the employee with the lowest hours, add ten and one half (10 1/2) hours to the lowest hours. This

will determine the average overtime hours for this classification.

- b) Take high hours subtract low hours, divide by two (2) and add this number to low hours. This procedure to be used on all shifts.
21. The Union Overtime Representative will receive a copy of all employees who are on PHH, lieu, vacation, weekly indemnity, WCB and light or modified duties. This list will be given to the Union Representatives on a weekly basis, prior to overtime being canvassed.
 22. Back-ups will be used equally on overtime according to their back-up overtime hours. The back-up overtime hours will be kept separately in order to maintain their equality. All back-ups start with zero (0) hours as of Oct. 1/97. These hours will also be charged in the back-up's regular classification.
 23. Any changes to the above will be made by mutual agreement between the Company and the Union.
 24. Any situations and/or circumstances that may occur and have not been dealt with in these guidelines, will as they occur, be dealt with at such time and be mutually agreed to between the

company and the union. At this time they will become part of the overtime guidelines and will **serve** for future reference.

Sincerely,

Jim Hammill,
Human Resources
Manager

Jim Dupe,
Chairperson,
Local 1986

MEMORANDUM OF SETTLEMENT

Between

BUTLER METAL PRODUCTS
A DIVISION OF OXFORD AUTOMOTIVE INC.
CAMBRIDGE
(hereinafter referred to as "the
Company")

AND

National Automobile, Aerospace,
Transportation and
general Workers Union of Canada
(CAW-Canada)
and its Local 1986

(hereinafter referred to as "the
Union")

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the terms of the collective agreement shall be from:

October 1, 1994 to September
30, 2000 (Pension Plan)

October 1, 1997 to September
30, 2000
Subject to ratification of
employees August 14, 1997.

The parties herein agree that the
said collective agreement shall
include the terms of the previous
collective agreement which expires of
September 30, 1997, provided,
however, that the preceding amend-
ments are incorporated.

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