

Collective Agreement

Between

**BUTLER METAL PRODUCTS
A DIVISION OF
OXFORD AUTOMOTIVE INC.
CAMBRIDGE**

AND

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

and its Local 1986

October 10, 2000



01679 (07)

INDEX
Oxford Automotive
Cambridge Agreement

	Page
P R E A M B L E	1
ARTICLE	
1-PURPOSE	1
2 – RECOGNITION	2
3 – STRIKE, STOPPAGE and LOCKOUT ..	4
4 – UNION SECURITY	4
5 – UNION REPRESENTATION	7
6 – MANAGEMENT FUNCTION	15
7 – DISCIPLINARY PROCEDURE	17
8 – GRIEVANCE PROCEDURE	22
9 – GRIEVANCE COMMISSIONER	26
10 -ARBITRATION	29
11 – PROBATIONARY EMPLOYEES	30
12 – SENIORITY	32
13 – LOSS OF SENIORITY	34
14 -TEMPORARY ASSIGNMENT	37
15 – BACKUP EMPLOYEES	40
16 – JOB POSTING	43
17 – LAYOFF	47
18 – RECALL	53
19 – WAGES	57
20 – COST OF LIVING ALLOWANCE	58

INDEX (continued)

21 – HOURS OF WORK	60
22 – OVERTIME (Production, Non-Production)	63
23 – LIEU DAYS	74
24 – INVENTORY	75
25 – PAID HOLIDAYS	76
26 – PERSONAL PAID HOLIDAYS	79
27 – VACATIONS and VACATION PAY	81
28 –BEREAVEMENT, JURY DUTY and LEAVE OF ABSENCE	87
29 – PAID EDUCATION LEAVE	91
30 – PRODUCTIVITY	92
31 – BENEFIT and INSURANCE PLANS ...	102
32 –PENSION PLAN	113
33 – HEALTH, SAFETY and ENVIRONMENT	116
34 – SKILLED TRADES	127
35 – INCOME SECURITY PACKAGE (ISP) .	143
36 – PLANT MOVEMENT	147
37 – INTERCOMPANY HIRING	149
38 – RENEWAL, AMENDMENT and TERMINATION	150
SCHEDULE “A” CLASSIFICATIONS and WAGE RATES	152

INDEX (continued)

LETTERS OF INTENT:

1 – Heat Relief ~ Butler Metal Products	155
2 -Tuition Reimbursements	158
3 – Savings Plan	160
4 – Sub-Contracting-Production	161
5 – PPH and LIEU Days	163
6 – Health and Safety Training	164
7 – Medical Disputes	165
8 – Retiree Drug Benefits	166
9 – Pension Administration	167
10 -New Technology	168
11 -SkilledTrades Shifts	169
12 – Contracting Out of Skilled Trades Work .	170
13 – General Maint. Mechanic and Helpers . . .	172
14 – Procedure to Resolve Health and Safety Issues	175
15 -United Way Support	176
16 – Right to Refuse Unsafe Work	177
17 – Plant Shutdown Period	178
18 – Training Skilled Trades	179
19 – Seniority List	180
20 – Skilled Trades Overtime	181
 MEMORANDUM OF SETTLEMENT	 182

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.

Article 1 – PURPOSE

1.01 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.

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

1.03 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.

1.04 *The Company and Union have successfully agreed to create a collective agreement which will achieve our goal CO make Oxford a world class company and a competitive supplier to the industry.*

Article 2 -- RECOGNITION

2.01 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 **all** 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.

Any changes that arise with respect to the inclusion of a new classification or the exclusion of an existing classification shall be mutually agreed upon by the parties. Failure to reach a mutual agreement will allow eitherparty the right to grieve any changes at Step Two (2) as a Policy Grievance under the grievanceprocedure.

2.02 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.

2.03 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.

2.04 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.

2.05 Supervisors, persons above the rank of Supervisors, office and sales staff, will not **perform work** normally or historically **performed** by Bargaining Unit Employees with the following exceptions:

- (i) during emergency situations to avoid interruptions;
- (ii) while instructing and/or training of employees;
- (iii) in the development of new methods;
- (iv) in the course of investigation;

(v) and while developing products, prototypes, and samples.

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

2.06 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.

Article 3 – STRIKE, STOPPAGES AND LOCKOUTS

3.01 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 4 – UNION SECURITY

4.01 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.

4.02 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.

4.03 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.

4.04 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.

4.05 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.

4.06 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).

4.07

- (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.

4.08 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 5 – UNION REPRESENTATION

5.01 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 representing “B” and “C” shifts
- (b) In addition to the above Committeepersons the Company shall **recognize** the following Stewards:

Production –

- 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 ***all necessary*** meetings relating to ***Article 30*** or to perform a joint time study with the Company relating to standards. Such permission will not unreasonably be withheld.

5.02 The Committee persons in Article 5.0 1 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.

5.03 Stewards, Committee persons, Local Time Study Representative and Plant Chairperson shall be employees of the Company with seniority.

5.04 The Local President, Local Vice-President, Local Financial Secretary, Local Recording Secretary, Local Time Study Representative, Plant Chairperson and Committee person will be retained on the day shift.

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

5.05 The Plant Committee outlined in Article 5.01(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.

5.06 The Tri-annual elections of the Stewards, Committee persons and Executive Board members will be held on the company premises. Prior to the election the Plant Chairperson and the Human Resources Manager will determine suitable locations, times and date for voting.

5.07 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 Human Resources 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.

5.08 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.

Committee persons -- 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 5.07.

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.

5.09 The Plant Chairperson *or his designate* 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 Human Resources Manager or his designate.

The Company **agrees to maintain the Union offices as current, including phones, computer, desks, chairs and filing cabinets for the use of the Union representatives in the discharge of their duties.**

5.10 Union representatives will be paid as follows:

Plant Chairperson – The highest rate of the classification in Schedule “A” of the Collective Agreement.

Committee persons -Their own rate.

Stewards and local Time Study Representative-their own rate.

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

5.11 The Plant Chairperson and the Human Resources Manager shall arrange in advance all meetings not specified in the grievance procedure.
Schedule of Meetings:

One (1) Union Committee – Stewards meeting per month – 1:30 p.m. to 3:30 p.m.

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

One (1) Union/Management Grievance meeting per week, Thursday 11.00 a.m. to 3:30 p.m.

Employee Assistance Committee – One (1) meeting quarterly to be held on first Monday of each quarter – 8 hours

Pension Committee – One (1) meeting quarterly to be held on first Thursday of each quarter – 8 hours. Members of this Committee will be allowed time off during their regular working hours to deal with pension issues

New Technology Committee – One (1) meeting quarterly to be held on the 2nd Monday of each quarter – 1:30 p.m. to 3:30 p.m. Meetings will be held more frequently if deemed necessary by either party.

Benefit Committee – One (1) meeting quarterly to be held on the 3rd Monday of each quarter – 8 hours

Apprenticeship Committee -- One (1) meeting quarterly to be held on first Friday of each quarter. Meetings will be held more frequently if deemed necessary by either party.

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.

Stewards and Committee persons will be paid regular time for the time they attend their meeting(s). They will have the option to work their complete regular shift after their meeting(s) or leave the plant after the stipulated hours they would normally work. If they work past their stipulated hours, they will be paid at premium time and will be charged such hours.

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 unreasonably denied and such meeting will not be more frequent than once per month. ***The company will bear the cost of such meeting.***

5.12 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.

5.13 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.

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

5.15 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.

5.16 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.

5.17 Prior approval from the Human Resources Manager or her designate is required by the Plant Chairperson before posting any notices in the plant, *except as outlined in 2.03*. A copy of all such notices will be filed with the Human Resources Manager.

5.18 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.

5.19 The Company shall permit either an elected Union *Representative or an hourly employee selected by the Bargaining Committee* 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.

5.20 When the "B" shift committee person 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 committee person shall work the time between the end of the meeting and his normal shift starting time.

5.21 During active negotiations the "B" shift committee person will be granted permission to work on "A" shift in his regular classification until the completion of negotiations.

Article 6 – MANAGEMENT FUNCTION

6.01 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.

6.02 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.

6.03 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.

6.04 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.

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

Article 7 – DISCIPLINARY PROCEDURE

7.01 The Company shall interview the employee(s) involved and other individuals involved within three (3) working days of the company becoming aware of the alleged incident(s) should have become aware of the alleged incident(s) the individual(s) involved, unless extended by mutual agreement, **in writing**. “Working days” for the purposes of this clause shall mean employee working days. For example, employee time off (vacation, PPH lieu, LOA, sickness, **WSIB, Weekly Indemnity**, bereavement, etc.) for any reason is not included in the three (3) working days.

7.02 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 **a Union representative of his choice** 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.

7.03 The Employee and **Union representative must** be allowed to discuss the case, prior to the interview with Management Personnel. Employees will be paid at their prevailing hourly rate for all time lost from work while participating in the procedure covered in **Article 7**.

7.04 If following an interview an employee is discharged, suspended, or given any other form of discipline, he will be given written notice of such discharge, suspension or **other form of discipline**, without undue delay, but in no case longer than three (3)

working days after the interview has been completed, unless extended by mutual agreement, *in writing*.

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 *representative* 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 the union representative.
- (b) Discharged employees will be removed from the plant immediately and the Union *representative* will have two (2) full *shifts* to investigate. If after the discharge investigation the employee is found to be terminated without just cause, he will be compensated *for all lost time*.
- (c) 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 Union Committee. The employee, Committee, Steward *and* Company Supervisor may be present at such hearings, if deemed necessary by either party.

7.05 If an employee is suspended, discharged or *issued any otherform of discipline* after the interview held in *Article 7.01* 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.

7.06 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.

7.07 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.

7.08 *The discharge of a probationary employee shall be deemed to be for just cause so long as the decision was not made in an arbitrary, discriminatory manner or in badfaith.*

7.09 The Company shall have just cause to discharge a probationary employee (Probationary as defined in clause 11.01) 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(s)?
 - (iii) or does not otherwise satisfy the requirements of his/her probationary employment including, without limitation, the requirement of regular and punctual attendance, poor work attitudes and effort and unsatisfactory work performance.
- (a) The Human Resources Manager, or his designate, **must** meet with the discharged probationer to review the circumstances of the discharge. The Union Representative shall attend and remain unless the probationer signifies otherwise. ***The Company will furnish the Union with a copy of all documentation surrounding the discharge at this meeting.***
 - (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.

7.10 Attendance Administration:

1. *An employee accumulating three (3) work*

disruptions shall receive a Verbal Warning of Discipline Form;

2. *If an employee has an additional two (2) work disruptions while the previous discipline is active, he shall receive a Written Warning of Discipline;*
3. *If an employee has an additional two (2) work disruptions while the previous discipline is active, he shall receive a One (1) Day Unserved Suspension;*
4. *If an employee has an additional two (2) work disruptions while the previous discipline is active, he shall receive a Three (3) Day Unserved Suspension;*
5. *If an employee has an additional two (2) work disruptions after the previous discipline, the parties agree to meet with the employee to make him aware of previous record of attendance and the consequences of his failure to correct the situation;*
6. *If an employee has one (1) additional work disruption while the previous discipline is active, he shall receive a Five (5) Day Served Suspension;*
7. *If an employee has an additional two(2) work disruptions while the previous discipline is active, he shall be terminated.*

A Work Disruption shall be defined as any unauthorized Late, Left Early or Absence.

Article 8 – GRIEVANCE PROCEDURE

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

8.02

- (a) Any difference between the parties relating to the interpretation, application, or administration of this Agreement will first be taken up orally by the employee, and his *union representative*, 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 *union representative, and be* signed by the employee, and shall then constitute a grievance.

Any request by the employee to discuss a complaint or grievance with his *union representative* 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) *Any complaint involving more than one (1) employee having the same basis for grievance will be processed as a Group Grievance starting at Step 1. The name and clock number of the initial employee will be listed on the initial*

grievance and the names and clock numbers of other grievors will be added and will be handled as a single 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 committee person *and/or plant chairperson* during such oral discussion.

8.03 STEP ONE

The written grievance as defined above, shall be presented by the *union representative to the Manager or Immediate Supervisor of the Supervisor involved, on an approved* form provided by the Company *and he will provide a copy to the union representative.*

The Manager or Immediate Supervisor, will submit his written response within three (3) working days of the presentation of the grievance or any extension granted by the Union, in writing, providing an explanation, conclusion and disposition of the grievance.

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.

Upon receipt or forwarding of any grievance, each party will initial, date and indicate time of presentation or receipt of grievance, at all stages of the Grievance Procedure.

8.04 STEP TWO

If no agreement is reached at Step One (1) of the grievance procedure, the Committeeperson may appeal the grievance to the ***Human Resources Manager*** not later than three (3) working days after the disposition at Step One (1).

The grievance will then be discussed at the ***weekly*** grievance meeting held between the Plant Committee and the Company as per ***Article 5.11***. 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 ***or in his absence, his designated representative***.

8.05 Grievance not answered within the time limits prescribed herein or within extensions as may have been agreed to in writing, ***will*** be processed to the next step of the grievance procedure.

8.06 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.

8.07

(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.

8.08 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 8.07*.

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 his absence her designate on behalf of the Company.

8.09 Employees will be paid for all time lost from their work at their prevailing hourly rate while participating in the grievance procedure either as the **grievor** or a witness, up to and including Step Two (2).

8.10 With regard to work standards, an employee having given a new or revised standard a fair trial **as per 30.08(b)**, 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 **representative**, 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 union representative**, signed by the employee, and shall then constitute a grievance and be processed in accordance with Article 8.03.

Article 9 – GRIEVANCE COMMISSIONER

9.01 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 **Company** 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 **theparties** 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 10.05**.

- (b) Through the Grievance Commissioner, the parties desire the **expedious** 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 9.
- (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 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 **Company** and Union 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.

(j) The following Grievance Commissioners used to expedite the disposition of grievances are M. Teplitsky and A. *Hinnegan*.

9.02 On October 1st of each contract year the Company and Union will schedule dates *with each Grievance Commissioner* to be used on a quarterly basis.

Article 10 -ARBITRATION PROCEDURE

10.01 If no agreement is reached at Step Two (2) of the grievance procedure, such grievance 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).

10.02 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.

10.03 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.

10.04 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.

10.05 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.

10.06 The 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.

10.07 Each party shall bear an equal share of the fees and expenses of the arbitrator.

10.08 The Company shall bear the cost of five (5) Union representatives who appear at the arbitration hearing at their prevailing hourly rate of pay.

Article 11 -- PROBATIONARY EMPLOYEES

11.01 Any employee hired shall be considered as a probationary employee and will be responsible to work under the terms and conditions of this collective agreement.

Employees will be regarded as probationary employees until they have completed ***Two Hundred and Forty (240) worked hours during any*** twelve (12) month period. Employees shall be assigned a seniority date ***thirty days prior to the date of the completion of the probationary period.***

11.02 Should two (2) or more employees have the same seniority date, such employees shall be entered on the seniority list in alphabetical order. This

procedure shall only apply to employees achieving their seniority after May 1, 1978.

11.03 When students are hired, they shall not 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 reclassified as a normal "hire" for all purposes of this Agreement. Upon completion of a probationary period of ***One Hundred and Twenty (120) worked hours, from the point of conversion as a student***, he shall be assigned a seniority date ***thirty days prior to the date of the completion of the probationary period***

11.04 ***The discharge of a probationary employee shall be deemed to be for just cause so long as the decision was not made in an arbitrary, discriminatory manner or in bad faith.***

11.05 The Company shall have just cause to discharge a probationary employee (Probationary as defined in clause 11.01 and 11.03 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,
- (iii) does not otherwise satisfy the requirements of his/her probationary employment including, without limitation, the requirement of regular and punctual attendance, poor work attitudes and effort and unsatisfactory work performance.

- (a) The Human Resources Manager, or his designate, **must** meet with the discharged probationer to review the circumstances of the discharge. The Union Representative shall attend and remain unless the probationer signifies otherwise. ***The Company will furnish the Union with a copy of all documentation surrounding the discharge at this meeting.***
- (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.

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

Article 12 – SENIORITY

12.01 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.

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.

12.02 The following constitute the departments inclusive of its classifications in the plant and any reference throughout the collective agreement will be as outlined below:

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, Mig Welder

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, Serviceman Robotics, Die-Room Attendant, Lift Truck, Yard Truck, **Rework/Line** Inspector/Operator

The existence of present or additional future classifications within the departments will not be construed to mean those classifications are limited to any individual department. The creation of new classifications will be the subject of **mutual agreement**

between the Company and the Union, *as per Article 2 – Recognition.*

12.03 A master seniority list of all employees in the bargaining unit shall be furnished to the Local Union monthly.

12.04 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.

Article 13 – LOSS OF SENIORITY

13.01 Seniority shall be lost and an employee deemed to have been terminated, if the employee:

- (a) quits his employment and does not rescind their 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;
- (c) 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 *Human Resource Manager* or in his 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 their seniority if evidence, satisfactory to the **Human Resource Manager** for such failure to report is furnished upon their 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 their last known address.

The Company agrees to maintain the current practice of allowing employees the opportunity to provide satisfactory evidence for their failure to report, subject to the grievance procedure at Step 2.

Employees are responsible to notify the Human Resources Department 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 Resource Department:

- (e) has not worked for the Company for thirty-six (36) consecutive months or length of seniority whichever is greater, subject to Letter of Intent No. 19;
- (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 WSIB shall continue to maintain their seniority until such time as they have completed their Vocational Rehabilitation Program. Once this training is completed, the employee will be deemed to be terminated but will continue to receive any benefits they are eligible for through WSIB.**

If an opportunity for re-employment arises in the future at Butler Metal Products that falls within the employees' restrictions and/or additional learned skills, the Company and the Union will meet to discuss possible re-employment opportunities for the individual, subject to the re-payment of earlier WSIB pensions etc, if applicable.

- (j) **Prior to commencing re-training, the employee will be advised as to:**

- (a) **Their selection for re-training will fall outside the scope of employment opportunities at Butler or**
- (b) **Their selection for re-training will qualify them for consideration for employment at Butler if the need exists.**

13.02 *Employees transferring out of the Bargaining Unit after October 1, 2000 will not be returned to the bargaining unit unless as a new hire.*

Article 14 -TEMPORARY ASSIGNMENT

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

14.02 When an employee is temporarily transferred due to lack of work, he will receive the rate of the job to which he is transferred. ***When more than one (1) job is available, the senior affected employee will have his choice of the jobs available.***

14.03 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 ***mutually*** 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.

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. *Upon completion of the special assignment the employee(s) will return to their previous job position.*

14.04 *When new jobs, equipment or special process requirements occur requiring a special assignment, the Company will post the opportunity, outlining the classifications required, conditions of work, and future responsibilities for training of others.*

If these conditions are met, the senior employee(s), on the shift, will be the successful candidate(s). This employee(s) will be required to remain on the special assignment until the special assignment is complete, including any necessary overtime.

The opportunity for overtime will be distributed as outlined in the Overtime Guidelines and Canvassing Procedure and that employees retained on jobs declared "Special Assignment" will have overtime hours worked on "Special Assignment" included in the calculation of overtime equalization.

The Bargaining Committee will be notified prior to such posting and will meet with the Company to discuss the implementation of the special assignment and training schedule.

The Bargaining Committee and employees will be notified one (1) week prior to the implementation of such training.

To be eligible for such special assignment, an employee must be working in the plant at the time of

the posting, which will be posted for three (3) working days, unless mutually agreed otherwise.

Employees will apply for such posting via a Master Change Form through their immediate supervisor.

14.05 When there is an opportunity for a special assignment(s) at a customer *or other* 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 this policy, the Company will review with the Union prior to the actual assignments taking place.

14.06 In the event of lack of work, the following procedure will apply:

The *senior* employee will be first given jobs in their classification on their normal product line or press area, then other work within their classification, then work available in other classifications. Department will be defined in the Agreement except that the pressroom will be divided into front and back press areas and Secondary Product lines will be as follows:

<i>GM-L- Van</i>	<i>GM – Rad Yoke</i>
<i>Chrysler – AN/DN</i>	<i>CAMI</i>
<i>Weld and Assembly</i>	

Any future product lines will be mutually agreed upon between the Company and Union.

Any future product lines or new press work will be offered to employees by seniority in the classification which will constitute their normal product line or press area.

14.07 Temporary assignments shall not be used to avoid job postings or circumvent seniority rights.

Article 15 – BACKUP EMPLOYEES

15.01

- (a) For absenteeism and emergencies, ***which the Union will be notified of in writing***, the backup employees ***on the shift*** will be used during the course of the ***shift***. The backup employees system is the primary method of filling temporary vacancies in the classification ***during the regular workweek and*** on overtime ***after other seniority provisions of the agreement have been exhausted***.

When there is a temporary vacancy but there is no backup employee available or no backup classification designated, then the ***senior*** qualified employee will be used for all unscheduled absenteeism and immediate emergencies.

When a senior qualified employee is requested to perform his qualified position and refuses, he will be removed from the qualified list and will automatically be bypassed from all future opportunities for a period of twelve (12) months in this particular qualified position.

The senior qualified employee on the shift in the plant shall be given the option of performing the work available on all other occasions.

- (b) The Following Classifications will have backups ***with the minimum staffing levels. This level represents a minimum number of backups on each shift where a full time employee is working***

in the classification on the shift. Those employees holding backup postings as of October 1, 2000 will retain their status.

	Shift A	Shift B	Shift C
Die Setter – Press	2	2	1
Die Setter – Secondary	1	1	1
Serviceman – Chemical	1	1	1
Serviceman – Robotics	2	2	1
Floor Inspector	2	2	1
Automatics/Set-up/Operator	4	4	2
Senior Shipper	1	1	1
Tool Crib Attendant	1	1	1
Mig Welder	3	3	1
C.M.M./Gauge Inspector	1	1	1
Die Room Attendant	1	1	1
Maintenance Helper	2	1	1
Janitor	2	2	1
Receiver/Crane Operator	1	1	1
Layout Inspector	1	1	1
Lift Truck Driver	5	5	2
Yard Truck	1	1	1
Rework/Line Inspector/operator	2	2	1

- (c) A backup employee shall be paid the rate of the job he is performing.
- (d) A backup employee may only be backup in one (1) position at any one time. If he applies and is accepted as a backup in another classification then he shall no longer be backup in his former position.
- (e) Backup positions will be job posted plant wide. Employees will be accepted as per **Article 16.02**

provided they are on the shift where the vacancy occurs.

- (f) A backup employee will resign from such position by notifying the Company in writing or by refusing an opportunity **during regular hours or agreed to overtime** to perform his posted backup position. **In the event of a need to leave a backup employee in his classification, the Company will discuss this with the employee. The employee will be requested to stay on his present job. This way the employee will not forfeit his backup position.** Such resignation will not become effective until the Company fills the backup 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. **If an employee resigns or refuses to perform his backup classification he can not post for said position for a minimum of three (3) months.**
- (g) A backup employee shall lose such position if, through **attaining another backup** 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) Backup assignments shall be equitably distributed among the **fully** trained backup employees on the shift. When backups are being used in their backup positions, extras to be **given the option by seniority among qualified employees.**

- (i) *In the event that a job goes down for any reason and the job is subsequently restarted within the same shift, the employee(s) affected will be returned to such job unless the start up is in the last hour of the shift.*
- (j) **Backup** assignments will not be used to avoid job posting or circumvent seniority rights.
- (k) A list of backups will be posted every six (6) months and kept updated in the plant.
- (l) To ensure an equitable system for all employees, when an employee asks for rotation *via master change* form they **will** stay on rotation for one (1) week cycles within each area unless mutually agreed otherwise. The only way rotation will end is if the employee asks via a master change form for it to end, at which point the employee will return to their original job.

Article 16 -JOB POSTING

16.01 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) All postings outlined above will show the time, date and number of posting.
- (f) 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.

This one (1) day trial period shall not constitute a job posting under Article 16.01(g) unless the employee declines all relevant postings at which time he will be charged one (1) posting as per 16.01(g).

- (g) No employee will be allowed more than two (2) **fulltime** postings in a contract year. The time limits on all postings will be from the date the employee was placed on the job.
- (h) If the Company does not intend to fill a job, and terminates a posting at any step of the procedure, a **complete** explanation, **in writing** will be posted by the Company.

16.02 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 **fulltime** or backup postings for Senior Shipper, **Floor** Inspector, Die Setter, CMM/Gauge Inspector, Serviceman, **Tool Crib Attendant, Automatics/Set-Up/Operator** 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, **Floor** Inspector, Die Setter, **CMM/Gauge** Inspector, Serviceman, **Tool Crib Attendant**, **Automatics/Set-Up/Operator** and Receiver/Crane Operator.

Before starting **any** job **that requires licensing** the employee must successfully complete **any and all training program**(

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

Employee Option: 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.

Continuation: 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, **after a three (3) month period**

However, if an employee chooses to proceed and fails, he/she returns to his/her original position. The employee is then frozen from this position for **a three (3) month period** before having the opportunity to apply again for such a position(s).

The complete trial period for these jobs will be up to ninety (90) working days.

16.03

- (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 16.01 (g)** 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 **Article 16.01 (g)** above.

16.04 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 18.01**, for a period up to one (1) year.

Article 17 – LAYOFF

17.01

- (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, **and** shift, unless agreed otherwise.

One (1) day layoff will be defined **as an entire regular shift or any part thereof.**

If the Company, verified by a Union representative, has attempted and failed to notify an employee, the provisions of **Article 21.04** shall not apply.

Such temporary layoffs will only apply when specific departments are affected due to machinery breakdown, customer scheduling or any other causes beyond the control of the Company.

- (b) Any layoffs of employees, other than a layoff covered by **Article 17.01 (a)**, up to and including five (5) working days will be made by plant seniority, provided that seniority employees, where entitled to remain, are willing, able, and qualified to do the work which is available. Prior to exercising the above provision, it is understood that all **students and** probationary employees in the plant will be laid off **first**.

Prior to any layoff of employees up to and including five (5) days, the Company must canvass by seniority employees to volunteer to have this said time off. The volunteering employee must accept the entire layoff period up to and including the fifth day.

- (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.

- (d) 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
Serviceman – Robotics
Floor Inspector
Automatics/Set-Up/Operator
Die Setter – Press
Die Setter – Secondary
C.M.M./Gauge Inspector
Senior Shipper

Unless the employee affected by the layoff 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 17.01(a).*

If after the training period, the trainee is still unable to perform the job he shall be reduced as per *Article 17.01.*

(e) *The following sequence shall be followed in the event of layoffs of more than one (1) working day:*

- (i) *Students, by hire date*
- (ii) *Probationary employees, by hire date*
- (iii) *Employees by plantwide seniority*
- (iv) *Reductions by classification seniority*

The Company and Union agree to meet to discuss and determine the placement of those seniority employees laid off from their classifications due to the reduction of the workforce but who have sufficient seniority and ability to be retained.

(f) *When an employee is reduced from his classification and chooses the shift option, which causes him to be reduced from his posted classification on that shift, he will retain his posted classification as reduced, on that shift only.*

If further reductions require this employee to change shifts, in his present classification, he will not be allowed to maintain his reduced classification status on the new shift.

When the employee is recalled to his posted shift he will regain his reduced status.

(g) *When an employee is reduced and chooses the classification option, he will be classified in his posted classification on the other shift.*

If further reductions require this employee to change classification, he will be allowed to

maintain his reduced classification status on that shift.

- (h) *Should two (2) or more students or two (2) or more probationary employees have the same hire date they will be placed on their respective list alphabetically.*
- (i) An employee transferred due to a reduction in the work force will have seniority rights in his new position **and or classification** 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 18.02** 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 workforce and an employee will be given the one time option of reverting to his original position or retaining his present classification.

- (j) If the Classification option is chosen then the following shall take place:

The junior employee in the classification affected on the shift will bump the junior employee on the other shift he chooses (seniority warranted) in his own classification. This shift choice will be limited to the shifts available at the time of the actual reduction.

If the shift option is chosen then the following shall take place:

The junior employee on the shift in the classification affected, will bump the junior employee on the shift providing they are able to perform the work to be done.

- (k) 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 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 17.01(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 the affected employees by **speakerphone**, with a Union representative, the day after the registered letter leaves the **Company** premises.

During shift reductions **and or** layoffs, the Company will schedule shift changes at the beginning of the regular workweek. **The Company will give one (1) week's notice unless mutually agreed otherwise.**

17.02 When it becomes necessary to layoff 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, supercede the preferential seniority of the Union Officials as outlined in **Article 17.03**.

17.03 When it becomes necessary to layoff Union Officials, the following order of layoff will apply:

- (i) Time Study Representative
- (ii) Recording Secretary
- (iii) Financial Secretary
- (iv) Vice-President
- (v) President
- (vi) Plant Committee (By Seniority)
- (vii) Plant Chairperson

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

They will follow normal reduction procedure until layoff occurs. At that time they will remain in their current classification until recall occurs **as per 18.01**. The “**B**” shift Committeeperson will exercise his seniority rights as per this Article and **Article 5.02**.

Article 18 – RECALL

18.01 When there is a need to increase the workforce, employees will be recalled in the reverse order of layoff under **Article 17 – Layoff**. Seniority shall be the

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

If an employee is reduced in any manner, they will be given an opportunity to remain or be returned to their posted shift by seniority on a one (1) time option. If an employee refuses this option, they must wait until recalled by seniority to their posted classification.

When the Company is contemplating reductions and/or layoffs they will first give the opportunity to senior employees in the classifications affected to go to the other shifts in lieu of a reduction. If a senior employee agrees to this option they must remain on that shift until there is a recall back to his regular shift and classification.

The senior employee will go to the other shift as junior man for layoffs and/or reduction purposes.

18.02 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.

18.03 Temporary Work from Layoff Policy:

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, 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 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, e.g. 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, **Bereavement, Jury Duty, Witness, Union/Company LOA** and Lieu Days).

18.04 Prior to working overtime or recalling employees to work during the week, the company will complete a 'Request for overtime/recall' form and review the same with the Union.

The procedure for recalling laid off employees to work on temporary assignments will be as follows:

1. **At the time of layoff, employees will indicate whether or not they will be available for short work assignments.**

2. The company will have a union representative present when recalling laid off employees to work temporarily.
3. Laid off employees will not be eligible for call-in pay.
4. All recalls will be done by seniority. If the employee cannot be reached by speakerphone (home phone, alternate phone #) for any reason, he will be deemed not available and we will proceed to call the next employee on the list.
5. When there is a temporary recall the employee will have 24 hours to report to work and must accept all work available.
6. Article 17.01(k) (with regards to notice) would not apply to employees recalled to work for a temporary period and subsequently laid off again after the temporary assignment has been completed. Any employee who refuses temporary work would not be subject to termination.
7. Any employee recalled to work on short notice for fifteen (15) days in a three (3) month period, will not be subject to benefit re-instatement. However, any employee who works greater than fifteen (15) days in any three (3) month period will be entitled to benefit re-instatement
8. When employee's working on temporary recall and such recall exceeds fifteen (15) days in a three (3) month period it will be deemed a recall requirement for the senior laid off employee as per Article 18.

9. Employees recalled to work on short notice must be willing, able and qualified to do the work available without a training period.
10. Laid off employees will be entitled to redress if there is abuse of this procedure by the Company.
11. Employees recalled to work for a temporary period will be recalled to "B" shift if the recall is for one (1) week or more, *unless mutually agreed otherwise.*

Article 19 -- WAGES

19.01 The wage rates will be as set out in Schedule "A" of this Agreement. Current wage rates to apply plus **\$0.98 COLA fold in on October 10, 2000.**

All job classifications to receive a Ten (10) Cent increase on October 10, 2000.

All job classifications to receive a Twenty (20) Cent increase on October 1, 2002.

SHIFT PREMIUM

19.02 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 10, 2000	\$ 1.07	\$ 1.33

19.03

- (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 payday 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.

19.04 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 20 – COST OF LIVING ALLOWANCE

20.01 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.

20.02 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.

20.03 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:

1. October	2000	2001	2002
2. January	2001	2002	2003
3. April	2001	2002	2003
4. July	2001	2002	2003

Based on Consumer Price Index, Published In:

1. September	2000	2001	2002
2. December	2000	2001	2002
3. March	2001	2002	2003
4. June	2001	2002	2003

20.04 Effective with the adjustment due October 2000 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.

20.05 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.

20.06 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 20.03*.

20.07 Effective October 10, 2000, the C.O.L.A. float accumulated up to and including the adjustment of July 1, 2000 will be folded as follows:

Base rate for all classifications – **98 cents**

Article 21 – HOURS OF WORK

21.01

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

Hours of work when three shift operation required:

Day "A" Shift – 7.00 a.m. to 3.00 p.m.

Monday thru Friday

Twenty (20) minute paid lunch.

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

Monday thru Friday

Twenty (20) minute paid lunch.

Midnight "C" 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.

BREAK PERIODS

- (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.
- (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 *must* be *mutually agreed between the Company and* the Union.

WASH UP

21.02

- (a) 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 workstations prior to the commencement of the wash period. Any abuse of this provision may result in disciplinary action being taken.

- (b) Rest periods shall be as laid out in **Article 21.01**. For jobs that run continuously the supervisor will notify the employees at the start of the shift as to what breaks they are scheduled to take. ***The Company will continue its present practice of first asking the employees working on the job to volunteer and then assign the junior employees to work through break as needed.***

It is understood that for reasons beyond the control of the company the notification of employees may not happen at the start of the shift. Employees will though be notified as soon as possible without delay.

21.03 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.

REPORTING PAY

21.04 If an employee reports for work at the regularly scheduled time of their shift, he will be entitled to a minimum of four (4) hours work or pay at their regular straight time hourly rate, unless he was previously notified not to report for work or unless the unavail-

ability 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.

CALL IN ALLOWANCE

21.05 When an hourly rated employee has left the premises, either after the 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, Saturday or Sunday premiums where applicable.

The above shall apply for other than canvassed overtime, as per *Article 22*.

Article 22 – OVERTIME

22.01

- (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 overtime.

- (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 workweek 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 workweek.
- (f) A shift starting on or after 11:00 p.m. on Sunday is the Monday shift and so forth.
- (g) 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.

22.02 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.

22.03

- (a) 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.
- (b) 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.
- (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, **with agreement from the Union Committee** agree otherwise. Breaks and lunch periods shall be as outlined in **22.03(b)**.
- (e) 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 22.04(b)**. The Union Committeeperson will receive prior notification and all overtime hours will be charged to the employee. This clause refers to Fridays only.

22.04

- (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 workweek. Notice of weekend overtime shall be given no later than the Thursday for "A" shift and for "B" shift, **on a two (2) shift operation**, no later than the end of the second hour of their Thursday shift, **or on an eight (8) hour "B" shift no later than the end of the "B" 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 22.04(b) and 22.05** 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, 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 22.04(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 **agreed** and **approved** format in all departments. These records **will** be made available to the Union on a weekly basis.
- (g) 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 **will** run from **Friday "B" until the following start of Friday "A" shift for a two (2) shift operation.**

For a three (3) shift operation for the purpose of distributing overtime will run Saturday "C" until the end of the following Friday "B" shift.

- (i) If the Company is unable to obtain sufficient employees among those employees in the classification, and **as per 18.02** 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 qualified 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 21.04. The supervisor of the employee involved will notify the payroll department and the Union on a Master Change Form to charge all hours asked, refused or available.**

- (k) 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.

22.05 The following overtime guidelines and procedures will apply to the distribution of overtime: (excluding Skilled Trades)

- 1. Overtime will be *canvassed* in the following order:

Two (2) Shift Basis

Holiday/Premium Day hours:
Monday then Friday "A" shift
Monday then Thurs. "B" shift
Sunday hours
Saturday hours
Friday "B" hours (**10 Hour Shifts**)
Early starts and late stays

Three (3) Shift Basis

Holiday/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) Classification by hours

- 2) Reduced position as per **18.02**
- 3) Back up position if available by hours (**Priority if selected by low hours**)
- 4) **Qualified** by hours.

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

If Monday is a scheduled holiday, scan in times for all shifts is 11:00 p.m. Monday to 9:00 p.m. Wednesday

If Friday is a scheduled holiday, scan in times for all shifts is 11:00 p.m. Sunday to 9:00 p.m. Tuesday.

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. All overtime eligibility sheets that are posted shall be under lock and key in the front and back cafeterias.
4. 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 **as per 22.05(1)**. All disputes will be clarified and rectified by utilizing the **computerized** audit trail. After Wednesday at 9:00 p.m. employees can only cancel their overtime using a master change form and must do so at least four (4) hours prior to the

end of the shift preceding the overtime or will be subject to the absence and lateness procedure.

5. Anyone working a standard amount of overtime must scan in each week during scan in time to ensure proper charging of hours.
6. All "out" of plant overtime must be recorded. The overtime must be filled out on a master change form and charged prior to *the scheduled scan in times* us *per 22.05(1)* and one copy *will be provided* to the Union.
7. There will be no pre-arranged overtime.
8. The overtime eligibility lists will be posted in the cafeterias by Wednesday 11:00 p.m. for "B" shift, by **2:00 p.m.** Thursday for "A" shift, and 12:00 a.m. Thursday for "C" shift.
9. If overtime requirements change before 3:30 p.m. on Thursday for "A" shift, no later than the end of the second hour of their Thursday shift "B" shift, **or 11:00 p.m. on "B" shift for an eight (8) hour shift**, or 7:00 a.m. 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.
10.
 - 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.
- 11. 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. ***If the employee is not in the plant, then the Company will use the procedure outlined in No. 14 below.***

All phone calls will be made with a Union representative present, ***using a speakerphone.***

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

- 12. All overtime sheets are to be handed into payroll by Friday at 9:00 a.m. This ensures that all overtime sheets are available for the Union Steward to get sheets by 10:00 p.m. Wednesday.
- 13. 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.
- 14. 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 will 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 will be given to the Union representative/member immediately.

15. This procedure will not include Skilled Trades.
16. 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.
17. The Union Overtime Representative will receive a copy of all employees who are on P.P.H., lieu, vacation, weekly indemnity, **WSIB** and light or modified duties. This list will be given to the Union Representatives on a weekly basis, prior to overtime being canvassed.

18. *All overtime hours will be zeroed at the end of each contract year but will maintain the differential.*
19. Any changes to the above will be made by mutual agreement between the Company and the Union.
20. Any situations and/or circumstances that may occur and have not been dealt with in these guidelines *and procedures*, will as they occur, be dealt with at such time and be mutually agreed to between the company and the union, *in writing*. At this time they will become part of the overtime guidelines and will serve for future reference.

These mutually agreed to circumstances will be posted in the same locations as the overtime sheets.

Article 23 – LIEU DAYS

23.01 Lieu days will be provided on the following basis:

- (a) When an employee works overtime he will be credited with time, all or a portion of accumulated O/T hours worked during that contract year.
- (b) An employee who wishes to take advantage of the overtime lieu days must sign an **authorization** form prior to the previous week ending the overtime worked.
- (c) It is further understood that lieu time shall be accumulated up to a maximum of **ten (10)** eight **(8)** hour days or eight **(8)** ten **(10)** hour days in any

one contract year. Such lieu days may be taken either individually or together.

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

23.02 An employee will be allowed to take lieu time in half shift increments, with the approval of the Company.

Article 24 – INVENTORY

24.01 *In the event the Company requires employees to perform inventory during regular working hours, the Company will post a list and select by seniority, qualified employees, on the shift, for the classification of lift truck and senior employees, on the shift, in the classification of floor inspector.*

After selecting those employees, the Company will post a list for other employees to perform the inventory and will choose by seniority, on the shift, those employees who have indicated their wish to work during the inventory period.

24.02 *When inventory is scheduled to be performed on a weekend or Paid Holiday, as defined in Article 25 – Paid Holidays, the Company will select employees using the procedures under Article 22 – Overtime, for all areas of production.*

When the taking of inventory interferes with the regular hours of an employee, every effort will be made by the parties to allow such employees the option to complete their regular working hours, up to and including the shortening or cancellation of overtime hours.

24.03 Those employees who perform inventory will be paid their base rate plus cola, plus shift premium (if applicable) and overtime premium (if applicable) for all hours worked.

Article 25 – PAID HOLIDAYS

25.01 Seniority employees shall be entitled to the following paid holidays:

2000

Thanksgiving Day – Monday, October 9
Christmas Eve Day- Friday, December 22
Christmas Day – Monday, December 25
Boxing Day – Tuesday, December 26
1st. Floater – Wednesday, December 27
2nd. Floater – Thursday, December 28
3rd. Floater – Friday, December 29

2001

New Year's Day – Monday, January 1
Good Friday -Friday, April 13
Heritage Day – Friday, May 18
Victoria Day – Monday, May 21
Canada Day Floater – Friday, June 29
Canada Day – Monday, July 2
Civic Holiday – Monday, August 6
Labour Day – Monday, September 3

Thanksgiving Day – Monday, October 8
Christmas Eve Day-Monday, December 24
Christmas Day -Tuesday, December 25
Boxing Day – Wednesday, December 26
1st. Floater – Thursday, December 27
2nd. Floater – Friday, December 28
3rd. Floater – Monday, December 31

2002

New Year's Day – Tuesday, January 1
Good Friday – Friday, March 29
Heritage Day – Friday, May 17
Victoria Day – Monday, May 20
Canada Day Floater – Friday, June 28
Canada Day – Monday, July 1
Civic Holiday – Monday, August 5
Labour Day – Monday, September 2
Thanksgiving Day – Monday, October 14
Christmas Eve Day-Tuesday, December 24
Christmas Day – Wednesday, December 25
Boxing Day – Thursday, December 26
1st. Floater – Friday, December 27
2nd. Floater – Monday, December 30
3rd Floater- Tuesday, December 31

2003

New Year's Day -Wednesday, January 1
Good Friday – Friday, April 28
Heritage Day – Friday, May 16
Victoria Day – Monday, May 19
Canada Day Floater – Friday, June 27
Canada Day – Monday, June 30
Civic Holiday – Monday, August 4
Labour Day – Monday, September 1

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

- (a) Employees shall receive their regular straight time rate of pay plus COLA plus applicable shift premiums for hours scheduled.
- (b) 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.

25.03

- (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 **WSIB** 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 28.06 (a)**.

25.04 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.

25.05 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.

Article 26 – PERSONAL PAID HOLIDAYS

26.01 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.

Article 27 -VACATIONS and VACATION PAY

27.01

- (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 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 *shutdown* period by February 1 st.

All employees not scheduled to work during the plant shutdown will be scheduled for two (2) weeks of their vacation entitlement. Employees entitled to more than two (2) weeks vacation shall indicate their preference on an approved form, which shall be submitted, to the Human Resources Department for the balance of their entitlement,

Employees working the plant shutdown period, having less than two (2) weeks vacation will be eligible to take their vacation in line with their seniority as requested.

Employees not working the plant shutdown period, having less than two (2) weeks vacation will be subject to layoff for the balance of the plant shutdown period.

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.

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

An employee desiring to work during the posted two (2) week plant shutdown period must make their desires known via a master change form no later than the last day of February.

- (c) An employee who has not indicated his vacation preference by the last day of February must subsequently provide the Company 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.

After the last day of February, any applications submitted will be reviewed based on their date of

submission and the seniority of the employee. Once the application has been approved it shall not be subject to change due to the seniority of subsequent applicants.

27.02

- (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 27.06*.

- (i) *The Company to provide the Plant Chairperson a list of the accrued vacation earnings of the bargaining unit by June 30 of each vacation year*

27.03 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.

27.04 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. ***This vacation must be booked no later than January 31 of the current vacation year.***

The Company to begin scheduling the previous years ***unscheduled*** vacation ***February 1***, of the following year.

Any employee may request his vacation ***six (6)*** 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 27.01 (b)**.

27.05 Should an employee in any of the categories in Clause **27.02** 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 **27.02** 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 all *eligible* employees.

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

27.06 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.

27.07

- (a) 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 which time he shall receive payment for such day.

- (b) *Those employees who have had their vacation interrupted due to bereavement, jury duty, witness, weekly indemnity, Union and/or Company business or WSIB will re-schedule their vacation as per 27.01(c).*

27.08 *Once the Company has chosen its allotted amount of employees who can be out on vacation for any set period of time and afterwards decides that conditions will allow additional employees, the opportunities will first go to those denied this time period, as per Article 27.01.*

**Article 28 – BEREAVEMENT, JURY DUTY,
AND LEAVE OF ABSENCE**

28.01

- (a) An employee with seniority who is summoned and reports for Jury Duty or who has been summoned and reports as a 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.
- (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.

28.02

- (a) In the event of the death of an employees' spouse, **brother or sister**, 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 mother-in-law or father-in-law, grandchild, grandparents, grand-parents 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 **with pay** of three (3) working days.
- (c) An employee requesting a leave of absence under **clause 28.02 (b)** shall, **after** submitting satisfactory evidence to the Company, if the death occurs outside **the province of Ontario, will** 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.

28.03

- (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.

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.

28.04 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 *provisions of the Employment Standards Act, Revised Statutes of Ontario 1990 under Section 34, Part XI Pregnancy and Parental Leave, as published May 2000, will be the minimum level of entitlement.*

(a) *An employee will return to their former job classification upon their return from maternity/adoption leave of absence provided he/she has enough seniority.*

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

28.06

(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.

28.07 The Company will accept as a satisfactory reason under *Articles 13.01(c), and 13.01(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 13.01(c) and 13.01(d)**.

28.08 *No employee will be eligible for a personal leave of absence, except for conditions outlined in articles 17.01(b), 28.01(a), 28.02(a), 28.02(b), 28.04, 28.06, 28.07, 28.08, all approved Paid Education and Union LOA, if vacation entitlement is available and can be scheduled.*

Article 29 – PAID EDUCATION LEAVE

29.01 Effective with the date of the signing of this Collective Agreement, the Company agrees to pay into a special fund 2 cents (2¢) 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.

29.02 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.

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

29.04 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.

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

Article 30 – PRODUCTIVITY

30.00 *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 day rate plan as provided for in this Article utilizing the MOST time study system subject to the provisions of the collective agreement.*

The Company reserves the right to alter a work standard in the event of a change in any feature of the job or job sequence as per 30.03(a). The Union has the right to grieve a work standard through the established grievance procedure.

30.01 *Standards established are based on the capability of the normal qualified experienced operator working on the job. 100% represents normal pace and acceptable performance working to the*

methods, conditions and circumstances that existed at the time the study was made for the purpose of establishing the production standard.

30.02

- (a) *The Day Rate 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 the standard shall be computed from the control or slowest operation established.*

- (b) *In establishing work standards, the Company will do so on the basis of fairness and equity in that these standards will be consistent with the quality of workmanship, efficiency of operations and reasonable working capacities of the normal operator, working at a normal pace. All standards shall give due consideration to the quality of workmanship, ergonomics and safety of employees as specified by the Company and MOL.*

30.03 *A production standard shall not be considered to be established until it is posted at the work centre. A hand written ODL by engineering may be issued at the work centre and will constitute an established rate until the formal ODL can be generated. 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. The Company will*

forward a copy of the ODL to the Union time study representative before it posted on the floor.

30.04 *It is understood employees are expected to follow prescribed methods established for day rate jobs in Butler Metals. Any changes or revisions to the standard or method will be discussed with the operators and Union time study representative directly related to the job before it is formally introduced*

30.05

- (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. Work standards on any job will include an allowance of **26** minutes for rest periods and wash-up, **30** minutes for personal relief and fatigue and **10** minutes for unavoidable delays. All breaks and allowances now in effect shall be continued.
- (b) Efforts must be made to co-ordinate *personal fatigue and delay* (PFD) expenditures on multi-operator jobs.

30.06 *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 as machine control time at one hundred (100%) per cent effective October 1, 2000. Notice will be given in advance to any adjustments to machine process times.*

30.07 Operators will be responsible for the completion of all required information on their timecards including downtime, production and scrap. Any changes to timecards, be it mathematical or in downtime, by a supervisor will be explained to the affected employee(s). If a change is made prior to an employee completing his shift, it shall be initiated by at least one of the employees.

30.08

- (a) *The Company agrees to train the Union time study representative and an alternate in the MOST method of study. Such training will be done at the Company's expense. At the completion and certification of both management and Union representatives the MOST system will be initiated and will replace the presently used system as the basis for future studies. It is anticipated that such training will be completed within three (3) months of ratification, subject to course availability.*
- (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 8.10. The Union shall have the right to have the Union Time Study Representative study the work standard at any step of the grievance procedure including the complaint step as per Article 5.10. The Union may request a joint study to be taken by the time study method*

prior to Step Two (2). Such study may include a study by a representative of the National Union. If the chairperson so requests, the corporation will make a new study promptly by time study method (stop watch methods using an experienced operator).

If a rate complaint is filed, the supervisor will post on the work centre an off standard ticket at the end of his shift, if the investigation of this dispute has not been resolved at that time.

- (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.

30.09 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 probationary 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 workplace 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) 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.

Company agrees to maintain (i) (ii) (iii) (iv) (v) for stop watch only.

Company agrees to maintain (i) (ii) (iv) for MOST and a copy of study sent to Union Time Study Rep.

- (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 strikeout appears on the observation sheet.
 - (ii) Use the simple average of the observed performance times less strikeouts 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.

Company agrees to maintain (i) (ii) (iii) (iv) (v) (vi) for stop watch only.

Company agrees to maintain (v) (vi) for MOST.

30.10

- (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 the 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.

30.11 In the event of the Company establishing a new or revised work standard, the Company will furnish the union time study representative with all necessary information concerning the change before it is posted on the floor. A copy of all rate changes in any element of a rate will be given to the Union time study representative.

30.12 A day rate worker must be paid on an Off Standard Ticket (OST) 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. Any ODL discrepancy that can not be resolved between the employees and the supervisor will be dealt with as per Article 30.14.***
- (b) ***He is instructed to work on a new day rate job where no standards have been established. When offstandard has been approved, all the run time,***

scheduled breaks and downtime, will be paid on the O.S.T. (Off Standard Ticket).

- (c) Standards, which have been accepted, shall be changed only in accordance with the provisions of this article.*

30.13 *The continuous stop watch method will be used as a tool to reach a resolution in any production standard or rate dispute that can not be resolved by a MOST analysis at any step of this dispute resolution procedure.*

The Union Time Study representative and alternate will be trained in the time study method stopwatch.

A schedule of additional allowances will be evaluated during the implementation of the MOST system (ie: tedious and weight allowances). The Union and management will establish methods for adding allowances in the implementation of the MOST system (ie. Non-standard and ergonomic recovery)

Notwithstanding the above an allowance of 5% will be allowed for inconsistencies in the MOST method of study.

30.14 *Off standard tickets will be made available in plain view along with regular work tickets. If there is a dispute whether it is an off standard or not, the employee can request a Union time study representative to investigate the dispute.*

30.15 *In the event a work standard has not been established on an operation or in the event a dispute arises regarding a work standard which has been*

changed or established an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace will not be disciplined for failure to obtain an expected amount of production on that operation until a standard is set.

30.16 *Union time study representative and alternate will be trained in basic ergonomic principles.*

**Article 31 – BENEFIT and
INSURANCE PLANS**

31.01 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.

(a) **WEEKLY INDEMNITY PLAN:**

To provide benefits per the following schedule:

Effective October 10, 2000 – **\$585.00** per week or E.I. maximum whichever is greater with a maximum period 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.

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.

(b) **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 benefits will be **\$1,950.00** per month for disabilities, which occur after **October 10, 2000**.

Employees in receipt of Long-Term Disability benefits prior to October 1, 1994 will have their maximum benefit rate increased to \$1,400.00 per month effective October 1, 1994.

Employees in receipt of Long-Term Disability benefits after October 1, 1994 will have their maximum benefit rate increased to \$1,800.00 per month effective October 1, 1994.

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

Pre-existing condition shall not apply to current and future employees not previously denied this coverage.

(c) **MAJOR MEDICAL PLAN:**

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.

(d) **DRUG PLAN**

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.

(e) **DENTAL PLAN**

Effective October **10, 2000**, the "Basic" maximum coverage will be **\$2,000.00** per calendar year.

Effective October 1, 1997, employees and their eligible dependants will be provided coverage for fifty percent (50%) of the cost of full or partial dentures, to a maximum of \$ 1,600.00 per agreement.

Additional benefits for eligible dependents, fourteen years of age and under, will include coverage for Endodontics and Periodontics, TMJ Appliances and Porcelain Veneers, pit and fissure sealants on permanent teeth; dental orthodontic appliances and functional/myofunctional therapy, coverage based on restrictions as outlined in **Plan.Effective October 10, 2000**, employees and their eligible dependents will be provided coverage for fifty percent (50%) of the cost of

Orthodontics treatments, subject to a lifetime maximum of **\$2,000.00**.

Benefits will be paid on the most current O.D.A. schedule in effect from time to time.

(f) VISION PLAN

The Vision Care Plan will pay:

Effective **October 10, 2000** up to **\$260.00** 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 eyeglasses are covered up to the amount for lenses and frames.

Once every twenty-four (24) months employees and dependents will be eligible for an eye examination at no cost to the employee.

(g) EXTENDED HEALTH CARE

Effective **October 10, 2000** the following benefits will be provided to all eligible employees and their eligible dependants:

1. Chiropractic Services at ***Eighteen Dollars (\$18.00)*** per visit to a maximum of ***Five Hundred and Forty Dollars (\$540.00)*** per calendar year, commencing with first visit;
2. Physiotherapist Services at ***Eighteen Dollars (\$18.00)*** per visit to a maximum of ***Five Hundred and Forty Dollars (\$540.00)*** per calendar year, commencing with first visit;

3. Hearing Aids may be purchased without deductible to a maximum of *Twelve* Hundred Dollars **(\$1,200.00)** in a 36 month period.

(h) EMPLOYEE ASSISTANCE PLAN

The Company agrees to provide a Plan for all employees and their eligible dependents and will pay 100% of the premium costs for such Plan.

31.02 LIFE INSURANCE

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 in the amount of Five Thousand Dollars **(\$5,000.00)** for employees retiring at age 65.

If the existing retiree already has a **\$5,000.00** lifetime policy, then the company will leave that policy in existence and provide additional coverage of **\$39,500.00** under *Article 31.02 (a)* until age 65.

OPTIONAL LIFE INSURANCE

(c) Employee Option:

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.

- \$ 0.85 per month per \$10,000.00 coverage –
under 35 years of age
- \$ 1.15 per month per \$10,000.00 coverage –
35–39 years of age
- \$ 1.70 per month per \$10,000.00 coverage –
40–44 years of age
- \$ 3.10 per month per \$ 10,000.00 coverage –
45–49 years of age
- \$ 5.30 per month per \$10,000.00 coverage –
50–54 years of age
- \$ 9.80 per month per \$10,000.00 coverage –
55–59 years of age
- \$14.80 per month per \$10,000.00 coverage –
60–65 years of age

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 increase being approved.

In applying the above age related premium rates, an employee's age on January 1st of the 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) Dependent Option:

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.

Optional benefits to a maximum of thirty thousand dollars (\$30,000.00) for a spouse and ten thousand dollars (\$10,000.00) for each dependent child may be purchased provided that the spouse and each 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 optional 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 increase being approved.

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.

31.03 TRANSITION BENEFITS

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.

31.04 BRIDGE BENEFITS

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.

31.05 ACCIDENTAL DEATH AND DISMEMBERMENT PLAN:

The Accidental Death and Dismemberment Plan provides seniority employees with the following coverage:

Effective October 1, 1997

- Twenty-Two Thousand, Five Hundred Dollars (\$22,500.00)
- Two (2) times coverage for death due to employment

31.06 BENEFIT CONTINUATION ON LAYOFF

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. and 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.

Article 32 – PENSION PLAN

32.01 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 and 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.

Article 33 – HEALTH, SAFETY and ENVIRONMENT

33.00 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, Safety and Environmental 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 CO. 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.

All materials brought into the plant will have MSDS sheets that must be less than three (3) years old and must be kept available for all employees.

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

33.01 A Union Management Health, Safety and ***Environmental*** 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, Safety and ***Environmental*** Committee (***JHSEC***) 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.

- (a) ***All Union members of the JHSEC and their alternates will attend a Level I and Level II Health and Safety Course offered by the Workers' Health and Safety Centre or a CA W equivalent. The Company agrees to pay all associated costs including lost time wages for these courses.***

33.02 The functions of the Union members of the Health and Environment Safety Committee will be as follows:

- (a) Meet **monthly** 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 **JHSEC** committee shall meet two (2) hours per month to discuss related issues if needed.

- (b) To make **bi-weekly** inspections 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 **JHSEC**, the Bargaining Committee, Plant Manager, Safety Co-ordinator, and to each Supervisor of areas where issues occur. The company will respond within **fifteen (15) working days of the next JHSEC meeting** 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 **HSEC** Representative, on the shift, shall participate in all **near misses and/or potentially serious incident and** accident investigations, **work refusals** and will receive copies of same within **the same shift**.

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

For every accident, incident and/or safety concern as noted above, the supervisor must be notified immediately. A Union HSEC member is to be called to the scene immediately by the supervisor.

The supervisor and the Union HSEC member shall jointly investigate and determine:

1. *Cause of accident/near miss/refusal/ concern;*
 2. *Corrective/preventative action to be taken;*
 3. *Complete accident/incident report*
 4. *Review factual information with Plant Superintendent*
- (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 two (2) Union **HSEC** representatives 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. *Equipment to be calibrated as recommended by the manufacturer.*

- (g) Accompany the MOL, *Fuel Inspector* and/or Electrical Inspector during any inspections or visits and receive a copy *of* any *and all* orders which may be issued by the Inspector as a result of any inspection, visit *and/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 **32.02 (a)** and without production interruption.
- (j) Where an ergonomic concern is beyond the scope of the **Joint Health, Safety and Environmental Committee** or the Company, the Company shall hire a consultant agreeable to the **JHSEC**.
- (k) All union members of the **JHSEC** will be certified and have at least six (6) hour Workers Health and Safety Centre ergonomics training.

33.03 A Union member of the **JHSEC** is entitled to such time from his work as is necessary to attend Safety Committee meetings and to perform as

provided in **Article 32** and the time so spent shall be deemed to be worked time for which he shall be paid by the Company at his regular *hourly* rate.

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 **8.02 (a)**. The Union Health & Safety committee will be supplied an office equivalent to **present**.

33.04 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.

33.05 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, **JHSEC**, 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 **JHSEC**, annually. Permanent records of audiometric and noise level surveys will be maintained in the plant.

Such statistics will include departmental variances or changes from year to year. Statistics will also show patterns on normal hearing reductions for age as opposed to where we are internally,

33.06 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.

33.07 The Company shall provide access to the **JHSEC** and the representatives thereof to accident reports and other Health and Safety records as prescribed in the Occupational Safety and Health Act.

33.07

- (a) Any employee injured *while at work will be paid the balance of their shift, at his regular hourly rate, plus applicable COLA and/or shift premium, if they are* sent home or to a hospital or doctor by a Company appointed medical representative because of an industrial accident or illness *on the date of the injury.*
- (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 his regular rate. 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 his regular rate for lost time due to subsequent treatment related to an industrial accident when such treatments are arranged during the regular working hours and approved by the Company Loss Control Manager or his designate.

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

33.09

(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.

33.10 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.

33.11 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 33.00**.

33.12 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.

33.13 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.

33.14 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.

Safety Shoe Allowance

33.15 The Company will pay **One Hundred (\$100.00)** dollars effective **October 10, 2000**; 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.

Safety Frame Allowance

33.16 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 10, 2000 - \$100.00**

Hearing Protection

33.17 The wearing of hearing protection will be compulsory in those areas of the plant designated by the **JHSEC**. 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.

Other Equipment

33.18 The Company agrees to provide laundered protective clothing to employees on October 1st of each contract year as follows:

- (i) Quality Control – One Shop Coat per week.
- (ii) Automatics Operators – Two pair of Coveralls per week.
- (iii) **Diesetters – Two pair of Coveralls per week.**
- (iv) **Backup Diesetters – Two pair of Coveralls per week.**
- (v) **Die Room Attendant – Two pair of Coveralls per week.**
- (vi) Maintenance Helpers -Two pair of Coveralls per week.
- (vii) **Yard Truck- Two pair of Coveralls per week.**
- (viii) Skilled Trades -Two shop Coats or two pair of Coveralls per week.

The Company agrees to supply all necessary employees (other than those listed above) with freshly cleaned and properly sized coveralls and shop coats from the stockroom

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

Training

33.19 In each year of the contract there will be a full plant tire evacuation drill. This will be held on all

shifts. The date and time of such drill is to be determined by the **JHSEC**.

33.20 The **JHSEC** will establish on-going training programs for employees classified as press operators and fork-lift operators, crane operators, moose operators, manlift operators, including backup employees. There will be annual training for the Lock and block procedure.

The **JHSEC** 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.

WHMIS training will be given to all new employees, including students prior to being assigned work. The content and duration of the WHMIS training shall be agreed to by the JHSEC. This training will not be required, if the employee/student can provide documentation of previous acceptable training.

33.21 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 34 – 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.

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

Classification

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

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

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

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

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

- (i) Who presently holds a Journeyman's classification in a skilled trades classification as in **34.01**.
- (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.

34.03 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.

34.04 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.

34.05 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 *due to a work related accident/injury* 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 **34.05 (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.

34.06 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.

34.07 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.

34.08 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.

34.09 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 16*. 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.

34.10 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.

34.11 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.

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

When canvassing on Friday for emergency overtime, the Company may contact employees at home for the

purpose of not delaying further overtime canvassing. The above to be done with a Union Representative present.

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

34.13 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", "B 1" 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", "B 1", 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 **34.13 (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 34.13(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	Total
Electrician	4	3	2	3	2	14
Millwright	4	5	2	4	2	17
TIM	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.

34.14 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.

34.15 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 5.01** and subject to the provisions of **Article 5**.

34.16

(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.

34.17 The Company agrees to maintain the Skilled Trades Apprenticeship program during the **life** of this Agreement. Copies of the Skilled Trades Apprenticeship Program 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	8,000

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	8,000

Electrician Construction/Maint.: 9,000 Hours

Seniority employees entering the apprenticeship program shall commence at 75% of the journeyman rate

and remain at such rate until he reaches that level in the present schedule.

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 apprentices scheduled graduation. This should allow the successful applicants to enter the Apprenticeship Program as the current apprentices graduate.

It is recognised by the Company and the Union that it is in 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.

34.18 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 Committeeperson 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 and 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.

The Company agreed when contemplating contracting out work that as soon as they are able to ask vendors to bid on a job, they will involve the Union and the Union will be afforded an equal amount of time as vendors to respond with any alternatives they may have to contracting out the work.

34.19 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 35 -INCOME SECURITY PACKAGE (ISP)

35.01 *Severance Pay Plan*

1. This Plan will become operative in the event of a full plant closure.
2. Benefits under this Plan will consist of a Severance Pay amount payable by the Company, and such amount shall be determined in accordance with the following table:

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

3. This Severance Pay amount will be inclusive of legislated termination and severance pay.

4. Acceptance of this Severance Pay amount will sever the employee's seniority and employment.

35.02 Worker Security Program (W.S.P)

1. The company agrees to the establishing of a Worker Security Plan (WSP) which will become operative in the event of a permanent job loss due to technology change or a partial plant closure. Only those employees with five (5) or

more years of seniority will be eligible for benefits under this Program.

2. ***“Partial Plant Closing” means the elimination of customer demand for any reason which causes a reduction of manpower (in excess of 35 weeks) which takes the number of employees on the seniority list below 319.***
3. The parties agree that when there is a management decision to transfer production to another facility and such transfer results in a permanent reduction of manpower, those employees affected will be eligible for benefits under the WSP.
4. Benefits under the W.S.P. shall be payable as follows:

Years	Permanent Job Loss
5 less than 6 years	10,200
6 less than 7 years	11,000
7 less than 8 years	12,600
8 less than 9 years	13,900
9 less than 10 years	15,200
10 less than 11 years	24,200
11 less than 12 years	25,300
12 less than 13 years	26,500
13 less than 14 years	27,700
14 less than 15 years	28,800
15 less than 16 years	30,000
16 less than 17 years	31,200
17 less than 18 years	32,300
18 less than 19 years	33,500
19 less than 20 years	35,000
20 less than 21 years	37,000

Years	Permanent Job Loss
21 less than 22 years	39,000
22 less than 23 years	41,000
23 less than 24 years	43,000
24 less than 25 years	45,000
25 years +	47,000

- (i) Employees with Thirty (30) years of service and Fifty-three (53) years of age between January 1 and February 28 of each year of this Collective Agreement as per **Article 32.01(g)** will be offered retirement by inverse seniority without an actuarial reduction and will receive the WSP benefit payable to the junior eligible employee.
 - (ii) The Company has the option of offering other early retirement packages before proceeding with (iii) and such employees will also be eligible to receive the WSP benefit payable to the junior eligible employee. Retirement packages deal with years of service with no actuarial reduction.
 - (iii) Should there be insufficient voluntary retirements under (i)(ii) above, layoffs will be carried out under the terms of the collective agreement.
5. Prior to announcing a permanent job loss the Company and Union 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 asking employees to decide upon taking benefits under the WSP.

6. If no new work has been identified, then the employee will have the option of taking WSP benefits upon the first day of layoff.
7. Acceptance of WSP benefits will sever the employee's seniority and employment.
8. Payments under WSP will be inclusive of Legislative Termination and Severance payments.

Article 36 – PLANT MOVEMENT

36.01 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 *that* location.

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

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

36.03 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.

36.04 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.

Article 37 – INTERCOMPANY HIRING

37.01 As of October 10, 2000, if any divisions of Oxford Automotive Canadian locations are hiring new full time hourly employees and there are employees on indefinite layoff from any Canadian Oxford location the following will apply:

- (a) Employees who are on indefinite layoff will make application for employment at the hiring location. The Company will notify the Union of any such openings and will make applications available to those employees concerned and will process them as received;
- (b) The hiring of indefinitely laid off employees will be done in conjunction with the hiring division's inter-company hiring and/or preferential hiring language, after the existing preferential procedure has been exhausted;
- (c) Employees accepting employment at the hiring location will be subject to all the terms and conditions as outlined in the Collective Agreement in force at the hiring location and will be treated as a new probationary employee.

Vacation entitlement will be based on their length of service with Oxford Automotive;

- (d) Employees accepting employment at the hiring location will be eligible to join the pension plan at that location subject to the terms and conditions of the applicable pension plan.
- (e) Employees accepting employment at the hiring location will only be able to return to a vacancy at their former plant for a period of twelve (12) months from their date of hire and shall be deemed to have terminated their employment, beyond that date at their original location;
- (f) If the employee is recalled to his/her original location and refuses recall, then the employee will forfeit his/her seniority rights to his/her original location of hire;
- (g) Employees will only be eligible to exercise this option one time, under this Collective Agreement.

**Article 38 – RENEWAL, AMENDMENT
AND TERMINATION**

38.01 This Agreement shall be effective from *October 10, 2000*, to and including *September 30, 2003*; 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.

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, 2003**, 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.

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

38.03 The Pension Agreement has a **three (3) year** term to run and will expire **September 30, 2003**.

Signed this **10th day of October, 2000**, at Cambridge, Ontario.

For the Company:

D. Arndt

R. Webb

R. Huson

R. Martin

L. Miller

For the Union:

B. Rovers

B. Barnett

G. Obergan

B. German

H. Nauman

J. Schmitz

SCHEDULE "A" -WAGE RATES

PAY CLASS	DESCRIPTION	CURRENT RATE	COLA FOLD IN	General Increase	NEW RATE Effective 10/10/00	General Increase	NEW RATE Effective 10/1/2002
1	SERVICEMAN- ROBOTICS	22.33	0.98	0.10	23.41	0.20	23.61
2	SERVICEMEN – CHEMICAL	22.33	0.98	0.10	23.41	0.20	23.61
3	DIE SETTER – PRESS	22.29	0.98	0.10	23.37	0.20	23.57
4	DIE SETTER- SECONDARY	22.29	0.98	0.10	23.37	0.20	23.57
5	AUTOMATICS/SETUP/OPERATOR	22.18	0.98	0.10	23.26	0.20	23.46
6	CMM/GUAGE -INSPECTOR	21.89	0.98	0.10	22.97	0.20	23.17
7	SENIOR SHIPPER	21.24	0.98	0.10	22.32	0.20	22.52
8	FLOOR INSPECTOR	21.54	0.98	0.10	22.62	0.20	22.82
9	REWORK/LINE INSPECTOR/OPER.	21.54	0.98	0.10	22.62	0.20	22.82
12	LIFT TRUCK DRIVER	21.10	0.98	0.10	22.18	0.20	22.38
13	RECEIVER/CRANE OPERATOR	20.84	0.98	0.10	21.92	0.20	22.12
15	TOOL CRIB ATTENDANT	20.71	0.98	0.10	21.79	0.20	21.99
17	DIE ROOM ATTENDANT	20.89	0.98	0.10	21.97	0.20	22.17

152

18	SHIPPING/RECEIVING CLERK	20.71	0.98	0.10	21.79	0.20	21.99
22	MAINTENANCE HELPER	20.41	0.98	0.10	21.49	0.20	21.69
23	LABORER/ JANITOR	20.25	0.98	0.10	21.33	0.20	21.53
24	YARD TRUCK	20.89	0.98	0.10	21.97	0.20	22.17

DAY RATE CLASSIFICATIONS

33	MIG WELDER	22.15	0.98	0.10	23.23	0.20	23.43
34	PRESS OPERATOR	22.15	0.98	0.10	23.23	0.20	23.43
35	SECONDARY OPERATOR	22.15	0.98	0.10	23.23	0.20	23.43

53

Skilled Trades Rates

25	LAYOUT INSPECTOR	25.85	0.98	0.10	26.93	0.20	27.13
26	TOOL & DIEMAKER	25.85	0.98	0.10	26.93	0.20	27.13
27	ELECTRICIAN, CONST/MTCE	25.85	0.98	0.10	26.93	0.20	27.13
28	TOOLROOM MACHINIST	25.85	0.98	0.10	26.93	0.20	27.13
29	INDUSTRIAL MILLWRIGHT	25.85	0.98	0.10	26.93	0.20	27.13
30	GENERAL MTCE MECHANIC	25.85	0.98	0.10	26.93	0.20	27.13
31	WELDER, CONST/ MTCE	25.85	0.98	0.10	26.93	0.20	27.13
32	MOTOR MECHANIC	25.85	0.98	0.10	26.93	0.20	27.13

APPRENTICE RATES (ALL) **OCTOBER 10, 2000**

SKILLED TRADES RATE+COLA x THE APPRENTICESHIP RATE AS **PER ARTICLE 34.17** 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. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

1. 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 are 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 **35** 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.

These readings will be taken jointly on the plant premises.

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.

In order to assist employees in working through heat and humidity in excess of 35 degrees Celsius and consistent with the contractual requirements, the Company is willing to take the following steps:

- i. **To establish four (4) to five (5) cooling stations throughout the plant where employees can have access to cool drinks while at their workstations.**
- ii. **For the period of time wherein the humidex reading reaches 35 degrees Celsius, the Com-**

pany will provide six (6) five (5) minute additional breaks for each shift as follows:

A – Shift 9:00 a.m. to 3:30 p.m.
B – Shift 4:30 p.m. to 10:30 p.m.
C – Shift 12:00 a.m to 6:00 a.m.

NOTE: Normal breaks may have to be adjusted to accommodate these additional breaks.

- iii. This letter is not precedent setting.**
- iv. The Company reserves the right to revoke this additional break schedule if production schedules are not being attained.**

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

2. 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 guidelines 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 textbooks required for the course will be eligible for reimbursement under this policy.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

3. 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 **50 cents** per hour on behalf of each employee effective **October 10, 2000**. 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 and Seventy-Five Dollars (\$275.00)** for each week of layoff.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

4. 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).
- (c) ***The Company agreed when contemplating contracting out work that as soon as they are able to ask vendors to bid on a job, they will involve the Union and the Union will be afforded an equal amount of time as vendors to respond with any alternatives they may have to contracting out the work.***

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

5. 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.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

6. 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 Environment 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 Environment Safety Representative may also participate in the training program.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

7. 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 kilometres (one way) for a medical examination ordered by the insurer shall be reimbursed on a basis of twenty-eight (\$.28) cents per kilometre travelled.

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

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

8. LETTER OF INTENT
RE: 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.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

9. 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.

The Company agrees to provide the Union Pension Committee with all relevant information pertaining to the determination of an employee's benefit whether active or retired under the terms of the Ontario Pension Commission.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

10. 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.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

II. LETTER OF INTENT
RE: Skilled Trades Shifts

The parties agree to develop an initial balancing of the shifts along the lines presently set out at clause **34.13** of the collective agreement and based 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.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

12. LETTER OF INTENT

RE: Contracting Out of Skilled Trades Work

During the **2000** 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 **recognizes** 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.

The parties agree that dies or equipment released to production and have operated in an acceptable manner for a period of ten (10) full working days will constitute work transferred to the bargaining unit. Problem areas, which have been, identified during this period, will be subject to future warranty work by the supplier and will be re-worked by the contractor supplier.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

13. LETTER OF INTENT
***RE: 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 and 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 **safety 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 sprinklers 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
- Make office renovations
- Maintenance of man cooler fans
- All core drilling
- Any guard or fence along walls, aisles, punch clocks, etc.
- Installation of curtain frame

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

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

When an issue cannot be resolved by ***Joint Health Safety and Environmental Committee (JHSEC)***, 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 ***JHSEC*** will meet and try to resolve the problem. This procedure will not override the Health and Safety Legislation.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

15. 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.

The Company agrees to allow the United Way Committee ample time as needed to do all duties related to the campaign.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

16. LETTER OF INTENT
RE: Right to Refuse Unsafe Work

The Company will agree to maintain the employee's "Right To Refuse" unsafe work which is covered under present legislation, should such legislation be revoked in the future.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

17. LETTER OF INTENT
RE: Plant Shutdown Period

Employees working the scheduled plant shutdown will be scheduled to work in the following order:

1. Backup position if available by seniority;
2. Reduced Classification if available by seniority;
3. Classification on shift or other shifts if available by seniority.

All other vacancies will be filled by seniority and capability from those employees who applied to work the plant shutdown period as per ***Article 27.01(b)***.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

18. 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 committee person quarterly as required.

All skilled Trades employees will participate in the rotation equally with no exceptions unless mutually agreed otherwise with the Skilled Trades Committee person.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

19. LETTER OF INTENT
RE: Seniority List

The Company and Union agree to maintain those employees listed on the seniority list as of October 10, 2000.

No employees will be removed from the seniority list as the result of their service time and they shall maintain their right of recall until such time as they terminate their employment due to their failure to respond to a recall under the terms of the Collective Agreement or as the result of any other term of the Collective Agreement.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Langs Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following:

20. LETTER OF INTENT
RE: Skilled Trades Overtime

The Company agrees to maintain the current overtime system for Skilled Trades with the following addition. Skilled Trades employees will be required to sign for their availability for overtime ten (10) regular working days prior to the overtime requirement. Such notice will be accessible to the Skilled Trades group for each specific classification. Any cancellation by the employee shall be at least 24 hours prior to the scheduled overtime.

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 an&
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 including all outstanding grievances or disciplines.
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 10, 2000 to September 30, 2003
(Pension Plan)

October 10, 2000 to September 30, 2003 for Agreement

Subject to ratification of employees by October 10, 2000.

4. The parties agree to incorporate those amendments agreed to and signed off by the parties as of this date.

The parties herein agree that the said collective agreement shall include the **terms** of the previous collective agreement which expires of September 30, 2000, provided, however, that the preceding amendments are incorporated.

For the Company:

D. Arndt

R. Webb

R. Huson

R. Martin

L. Miller

For the Union:

B. Rovers

B. Barnett

G. Obergan

B. German

H. Nauman

J. Schmitz

Signed October 10, 2000

Bob Barnett
1st Chairperson
UAW Local 1986
Langs Drive
Kitchener, Ontario

Dear Mr. Barnett:

Following recent negotiations we agree to the following:

LETTER OF INTENT

RE: *New Overtime*

An employee on suspension due to discipline will be denied overtime opportunities but must sign a master agreement form prior to leaving the plant, unless mutually agreed otherwise by the Company and the Union.

The above will not apply when a situation or an employee-behavior is of such an extreme nature that it would be inadvisable to allow him this opportunity.

Mr. Bob Barnett
Plant Chairperson
CAW Local 1986
887 Lings Drive
Cambridge, Ontario

Dear Mr. Barnett:

During recent negotiations we agree to the following

22. LETTER OF INTENT

RE: New Overtime

For late starts and early starts the employee must complete their overtime using a master change form and do so at least one (1) hour prior to the end of the regular shift preceding the overtime.

190