

1998
Collective Agreement

between

C.A.W. Local 195
and
Fabricated Steel Products Inc.

January 1, 1998

01688 (06)

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain; collective bargaining relations between the Company and its employees, satisfactory working conditions, hours of work, wages, conditions of employment and provide machinery for the prompt and equitable disposition of grievances.

ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent, for collective bargaining purposes, for all employees of Fabricated Steel Products Inc. (A Caradon, PLC Company) at Windsor, save and except foreman, persons above the rank of foreman, office and sales staff.
- 2.02 In the event the Company ceases operation of its Windsor facilities, employees will receive notice as follows providing however they do not take the option of employment as outlined in Article 2:04.
- (1) Fifteen (15) weeks' notice or pay in lieu of.
 - (2) Or the greater listed under the Employment Standards Act.
- 2.03 The Company agrees that in the event the Company, on its existing premises, changes the name of the Company, the recognition and terms of the agreement will be maintained.
- 2.04 If the Company ceases operations in Windsor and begins a metal stamping, fabrication etc. operation outside of Windsor, the Company will recognize the C.A.W. as the bargaining agent for all employees, at the facility, as described in Article 2:01 of this agreement. All employees covered under the Collective Agreement in Windsor may transfer to the new facility or will have the opportunity to be hired at the first opening at any other Fabco owned operation and be subject to such training as may be required to work at the other facility and retain their seniority accumulated to date of closure.

- 2:05 If the Company does cease its Windsor Operation, the Company agrees to pick up the moving expenses acquired by any employee if he decides to move to the new location. Such moving expenses shall not exceed \$1500.00. This article shall be effective on date of ratification.

ARTICLE 3- MANAGEMENT RIGHTS

- 3:01 The Union recognizes the right of the Company to hire and promote consistent with the provisions of this Collective Agreement. The Union further recognizes the right of the Company to demote, transfer, suspend or otherwise discipline or discharge any employee for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3:02 The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. In addition the location of plants, (subject to Article 2:00), the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.
- 3:03 The Union further recognizes the right of the Company to make and alter from time to time the rules and regulations to be observed by the employees. These rules and regulations shall not be inconsistent with provisions of the Agreement.
- 3:04 All changes in the posted rules and regulations dated July 1, 1997 must be discussed with the plant committee before they are adopted. If there is a dispute of any kind concerning the administration of these rules and regulations, the Union may grieve such under the terms of this Collective Agreement.
- 3:05 The Company agrees that it will not exercise its management rights for the purpose of restricting or limiting the rights of its employees herein granted and shall not be inconsistent with the provisions of this agreement.

- 3:06 (a) In the event there is a reduction in the seniority holding workforce, the Company agrees to return any outsourced production work (including paint line work) to the Windsor plant (Division Road & HVP) that previously ran in the Windsor plant (Division Road & HVP) and which would employ people.

This clause will not apply to production that cannot be produced in our plants because of capacity constraints or in the case where the return of work would not effect the lay off. All presses capable of making parts would be used where possible.

This clause does not apply to a layoff lasting less than one month.

In the event of a layoff in the tool room, if the weld tip cleaning operation is being performed outside, it will be brought back in and done in house.

- 3:06 (b) In the event of equipment breakdown or refurbishment when people are on lay off, it may be required to temporarily send out production work. The Union will be given at least two (2) weeks notice in the event of the need for equipment refurbishment and as much advance notice as possible in the event of breakdown. A subsequent notice will be posted in the plant explaining the situation. This work will be returned to the plant as soon as the equipment is repaired or refurbished.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4:01 The Company agrees it will not cause or sanction a lockout and the Union agrees it will not counsel or authorize any strike during the lifetime of this agreement. Further, the Company and the Union agree to abide by the "Ontario Labour Relations Act" with respect to strikes and lockouts.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 (a) The Company and the Union agree to provide a work environment in which there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of membership in a labour union. Requirements of any job must be job related.
- (b) The Company and Union agree to abide by the terms of Ontario Human Rights Code.

ARTICLE 6 - GENDER

- 6.01 Whenever in this agreement the masculine gender is used, it will also include the feminine.

ARTICLE 7 - BULLETIN BOARDS

- 7.01 The Company shall provide for the use of the Union, bulletin boards in the plant which are to be located by the Company as follows:

| | |
|----------|---|
| Plant #1 | 6 Bulletin Boards 2 steel, lockable, glass enclosed cabinets. |
| Plant #2 | 4 Bulletin Boards 2 steel, lockable, glass enclosed cabinets. |

- 7.02 It is agreed that the use by the Union of such bulletin boards shall be restricted to the posting thereon only of such notices as shall have received prior approval of the personnel director or his nominee. Such approval shall not be unreasonably withheld and such notices shall be restricted to those of the following type:
- Notice of Union recreational, educational and social affairs;
 - Notice of Union meeting;
 - Notice of Union elections, appointments and results of elections.

**ARTICLE 8 - TEMPORARY TRANSFERS
(including Back-Up Classifications)**

- 8:01 Any employee who, for the convenience of the Company performs his back-up classification for which the rate of pay is different from that in effect for such employee's regular job shall be paid for all hours worked on that shift as follows:
- (A) If the rate of pay for the job to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate of pay.
 - (B) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay for the job to which he is temporarily transferred.
- 8:02 Any employee who, for the convenience of the Company is temporarily transferred to another production job, for which the rate of pay is different from that in effect for such employee's regular job shall be paid for all hours worked on that shift as follows:
- (A) If the rate of pay for the job to which he is transferred is less than the employee's regular pay, he shall receive his own higher rate of pay.
 - (B) If the rate of pay for the job to which he is transferred is higher than the employee's regular pay, he shall receive the higher rate of pay for the job to which he is temporarily transferred.
- 8:03 The classifications generally affected by temporary back-up transfer (non-production-indirect labour classifications) shall have employees on each shift available to replace any regular classified employee not available for work on any given shift.

These relief employees shall be selected under the terms of Article 26.

An employee from one of the following areas:

Die Repair & Set-Up
Maintenance
Prototype
Lift Truck Mechanic

Employees of any classification trained on high tech equipment (This currently refers to, but is not limited to, employees trained to operate equipment for aluminum cross member job, hood hinge job, presses with in line transfers, and any robotics.) may apply for any back-up classification but may only exercise his back-up classification when laid off from his regular classification, providing he does not bump into one of the classifications listed above.

An employee from one of the following areas:

Lift Truck Driver
Shipping
Receiving
Inspection
Die Set Up and Repair

may apply for any back-up classification but may only exercise his back-up classification that is associated with his own classification or when laid off from his regular classification.

- 8:04 When it is known to the Company that an employee will miss work, because of illness or accident, vacation or leave of absence for a period exceeding one (1) week and as a result a vacancy exists in his classification the Company will place the senior back-up person regardless of his shift, into the vacancy, starting the first full work week, provided there is no one laid off from that classification on any shift.
- 8:05 In the event a person works in a temporary back-up or a temporary transfer classification prior to a holiday or holidays, such employee will receive the higher rate of pay for such holiday. For the Christmas shutdown period, a person who works in a back-up position preceding the shutdown will qualify for the higher rate of pay for the entire shutdown period.

- 8:06 The Company agrees not to use any backup or temporary transfer employee while there are employees laid off within the classification on that shift, in that plant.
- 8:07 When all employees in a classification are at work and a back-up person is used more than 30% of the time over a four (4) month period the position will be posted.
- 8:08 If an employee is off work and there are no other employees on that shift with the same classification, the senior back-up on that shift will be used. If there is more than one person at work on that shift holding the same classification then the back-ups will be used according to manpower requirements.

ARTICLE 9 - EMPLOYEE TRANSFER

- 9:01 An employee who because of advancing age or for health reasons has difficulty performing his regular work and who wishes to be transferred to other work may make application to the Personnel Department. His application for transfer will be given consideration as soon as possible by the Company as to whether or not they make alternate work available for the applicant which he is able to perform. Where the applicant provides a letter from the doctor outlining medical reasons for a change of duties and if the Company in its sole discretion desires to grant such application for transfer he will be transferred as quickly as possible to such work as may be available which he is capable of performing.
- 9:02 The Union will be advised of any employee transfer and if any dispute arises out of such transfer, the Company will meet with the Plant Committee within two (2) working days of such dispute.

ARTICLE 10 - NEW CLASSIFICATIONS

- 10:01 Within thirty (30) days following the establishment of a classification not shown in the Agreement, the Company will discuss with the Union the occupational summary of the job and the classification to which it has been assigned.

10:02 The Union shall lodge the appeal in writing to the Personnel Director.

10:03 The appeal shall outline the reason or reasons for disputing the description and the classification and wages and these shall be the only subject of the appeal.

10:04 Failing a satisfactory disposition of the appeal, either party may refer the matter to arbitration, as provided in the agreement.

10:05 The arbitrator shall have the right to establish the classification and wage rate in dispute notwithstanding the provisions of Article 18:10.

ARTICLE 11 - WORK BY NON-BARGAINING UNIT EMPLOYEES

11:01 Salaried personnel shall not perform work which is performed by members of the bargaining unit except when checking quality, instructing or performing experimental work.

Experimental work will only be performed on new or revised tools or equipment and a qualified employee will be present at all times.

ARTICLE 12 - MAJOR DISABILITY

12:01 In the event of an employee suffering a major disability, exception may be made to the seniority provisions of this agreement in favour of such employee, but in the event of a layoff or recall after a layoff, he shall be subject to the seniority provisions of this agreement which would have applied had he not been disabled. Following recall after a layoff, exception may again be made to the seniority provisions of this agreement in favour of such employee.

ARTICLE 13 - PAY DAY

- 13:01 Employees shall be paid weekly by cheque during working hours or by direct deposit, whichever is the choice of the employee. Wages of employees choosing direct deposit will be deposited into employee bank accounts no later than 10:00 a.m. every Thursday.
- 13:02 The number two (2) shift, (day shift) shall be paid or receive their pay stubs on Thursday.
- 13:03 The number one (1) shift, (midnight shift) and number three (3) shift, (afternoon shift) shall be paid or receive their pay stubs on Thursday night.
- 13:04 Payroll cheques or stubs will include total earnings and deductions year to date (January to December) and, for the purposes of calculating vacation pay, total hours worked and earnings from July 1 to June 30.
- 13:05 Pay cheques or stubs will be issued in sealed envelopes. Pay cheques or stubs for employees on the day shift will be issued before 10:30 a.m. on pay day.
- 13:06 When an adjustment is required on an employee's pay, money owing will be paid as follows:
- Day shift - Paid the same day if notified by 11:00 a.m., otherwise no later than the following day.
 - Afternoon shift -following day.
 - Midnight shift-the same day.
- Special consideration will be given to people scheduled to leave for vacation.
- 13:07 When the plant is scheduled to be closed on a Friday, pay-day will be on Wednesday. If individual employees are scheduled to be off work on a Friday, they may request to receive their pay cheque on Wednesday and every effort will be made to accommodate their request.

ARTICLE 14 - UNION SECURITY AND CHECK-OFF

14:01 The Employer and the Union agree that all employees covered by this agreement shall be members in good standing of Local 195 C.A.W., and will be required to continue to be members of the Union as a condition of employment with the Company.

14:02 The Employer agrees that all new employees shall become members of the Union within thirty (30) calendar days from the start of employment and remain members during the life of this Agreement, as a condition of their employment with the Company.

14:03 The Employer agrees when authorized in writing by the Union to deduct once monthly from the wages of all employees within the bargaining unit, the equivalent of one months dues, initiation fees and other assessments authorized by the constitution and by-laws of the Union.

By the tenth (10th) of the following month, the employer will remit by cheque to the Financial Secretary of Local 195 C.A.W. the total of the deductions made together with a list of those from whom deductions are made.

The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of the check-off by the employer of such deductions from employees' wages in accordance with this agreement.

14:04 The Company agrees to include the Union dues paid by the employee on his T4 slips annually, which will be distributed the first Thursday of February.

ARTICLE 15 - UNION REPRESENTATION

15:01 The Union shall elect or appoint and the Company shall recognize five (5) members as the Plant Committee, one (1) member of which shall be the chairperson of the committee.

The Plant Committee shall be composed of:

- (a) The Plant Chairperson
- (b) Plant Number One (1 committee person)
- (c) Plant Number Two (1 committee person)
- (d) Recording Secretary
- (e) Benefit Representative

It is agreed that the Plant Committee shall be assigned to the day shift and will act as committee person in their respective plants. The Company shall recognize the Plant Committee as the Negotiating Committee, for the purpose of renewal of this Collective Agreement, with or without modification or the making of a new agreement.

- 15:02 The Company shall recognize an elected or appointed steward on each shift or shifts, other than the day shift, in their respective plants, providing it has one (1) or more employees working.

The Company shall recognize an alternate steward, who will act as Union representative only in the absence from work of the appointed or elected committee person or steward.

The appointed or elected steward and alternate stewards shall rotate with their shift on the normal shift rotation, stewards and alternate stewards must be able and willing to perform the work available on the shift or shifts in their respective plants.

- 15:03 During their terms of office, the Plant Committee shall exercise top seniority in their respective classification and in the Company.

During their terms of office, stewards shall exercise top seniority in their respective plants.

- 15:04 The plant chairperson, committee person, stewards and alternate stewards with the approval of the foreman of the department where they are employed (which approval shall not be unreasonably withheld) shall be permitted, during their working hours, without loss of time or pay, to leave their regular duties for a reasonable length of time to investigate and settle grievances in their respective areas, subject to a maximum absence from their regular duties as follows:

Plant Chairperson - Eight (8) hours per day.
Committee' Person - Plant 1 Eight (8) hours per day.
(Hours of work to be 7:00 a.m. to 3:30 p.m.)
Committee Person - Plant 2 Six (6) hours per day.
Benefit Representative - Eight (8) hours a day.
Recording Secretary-Ten (10) hours per week
Stewards -Two (2) hours a day.

Foreman shall have a general knowledge of the complaint, grievance or grievances involved before approval for time shall be given to any acting committee person or steward. This shall not apply when an employee requests a committee person or steward.

When an employee requests the presence of his union committee person or steward, such representation shall be provided promptly, but in the event of unusual circumstances, such time shall not exceed a period of thirty (30) minutes from the time of the initial request.

Total time spent by an employee for the purpose of fact-finding and/or the writing of a grievance shall not exceed 30 minutes.

15:05 The Plant Chairperson and the Benefit Representative to facilitate better Union representation shall work a shift beginning at 8:00 a.m. and ending at 4:30 p.m. which will include a half (1/2) hour unpaid lunch. These hours may be revised with prior mutual agreement of both parties.

15:06 With prior consent of the Company, the Plant Committee shall be allowed up to four (4) hours per week to leave the plant to conduct Union business, such hours may be revised with prior agreement of both parties.

Plant Committee persons shall be allowed to leave Company premises only to deal with matters that they are directly involved with, such matters will be known to the Plant Superintendents before committee persons are allowed to leave.

In the absence from work, unrelated to Union business, of the Plant Chairperson, a committee

person or steward shall act as Plant Chairperson.

15:07 Time spent by committee persons and stewards at meetings called by the Company, shall not be charged against the time allowed for investigation and settling grievances.

15:08 The Company and Union agree to maintain lists of current representatives of each of the parties, stating their status and effective dates.

15:09 An employee elected to the Executive Board of Local 195 shall be allowed to work steady days during his term of office.

General Council Delegates working on the afternoon shift will be allowed four (4) hours off with pay only when proof of attendance is provided.

Alternate General Council Delegates working on the afternoon shift will be allowed four (4) hours off with pay to attend General Council meetings in the absence of a regular General Council delegate when proof of attendance is provided.

The Company will be supplied with a list of General Council delegates and alternates to be updated as required. Only persons whose names appear on this list will be eligible for payment under this section.

The Company shall be notified when possible, three (3) days prior to the General Council meeting.

15:10 When a committee person or steward is called by the Company to attend a meeting and such meeting commences prior to the start of his regular shift, he shall be paid one and one-half (1-1/2) times his hourly rate for all time spent at such meetings prior to the starting time or after the quitting time of his regular shift.

15:11 During negotiations to amend this Collective Agreement, the Company will pay each of the five (5) members of the Negotiating Committee at straight time hourly rates, for the time spent in negotiations with the Company up to the date upon which a work stoppage occurs.

- 15:12 The Company will allow each member of the Negotiating Committee up to two (2) weeks without loss of pay, if required, to prepare for negotiating with the Company.

ARTICLE 16 - SAFETY COMMITTEE

- 16:01 The Company shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act, its regulations, codes of practice, and guidelines as printed May, 1995. All standards established under these laws shall constitute minimum acceptable practice. The Joint Health and Safety Committee shall make recommendations on ways to improve these standards.

The Joint Health and Safety Committee shall be known throughout the following articles as "the Committee".

- 16:02 The Company will recognize a safety committee consisting of two (2) company representatives and two (2) worker representatives. One representative for the Company and one representative for workers will be designated as Co-Chairpersons of the Committee. Worker representatives will have five (5) or more years of seniority and a sincere interest in safety.

The employee representatives shall be from each plant, and they shall work on a steady day shift.

The Union shall appoint and the Company will recognize one representative from each plant who will be available to deal with Health and Safety concerns on each of the afternoon and midnight shifts. This person will not have designated time off their regular job but will be allowed to leave his job only with the permission of his supervisor. Such time shall not be unreasonably withheld. The Company will be provided with a list of employees who are to act as the safety representatives.

Employees are required to notify their supervisor of safety concerns and to give him an opportunity to

solve the problem before safety representatives are called.

16:03 The worker representatives on the Committee shall be selected by the National Union from among a slate of candidates proposed by the Union committee, and shall not be a member of the Union committee.

16:04 The Company shall provide the employee representatives with such training as the legislation deems necessary to help them carry out their duties in an informed manner.

The Company agrees to provide Certified Safety Member training to the two worker members of the Committee. These members shall be trained in the Windsor area by a certified training agency chosen by the Union.

The Company agrees to pay all wages and training costs.

16:05 The Co-Chairperson, with the approval of their supervisor (which approval shall not be unreasonably withheld), shall be permitted during their regular working hours to leave their regular duties for a period not to exceed three (3) hours per day for the purpose of investigating matters that are safety related.

The other worker representative will, with the approval of their supervisor (which approval shall not be unreasonably withheld), be permitted during their regular working hours to leave their regular duties for a period not to exceed three (3) hours per day for the purpose of investigating matters that are safety related.

16:06 The employee representatives will be allowed to leave their regular duties, as required, without loss of pay, for the purpose of the following:

- (i) a safety tour with the company representative in their respective plants each week.
- (ii) to accompany the Department of Labour representative when an inspection visit is made.

- (iii) to attend a monthly meeting of the safety committee to review accidents and such other matters which fall under the general heading of safety. Minutes of these meetings will be taken and distributed to both parties.
- (iv) the Plant Chairperson and the Benefit Representative will be invited to attend these monthly meetings.
- (v) to accompany the Department of Labour representative when an accident investigation is required under the law.

Time taken for these purposes will not be deducted from the time allowance in section 16:05.

16:07 The Company agrees to consider using the worker members of the Committee when health and safety training courses are to be given to employees.

16:08 The two worker members of the Committee shall be allowed to attend once yearly the three day Health and Safety update seminars at Port Elgin. The Company will pay lost time for regular hours, but not for hours lost on an overtime shift. The Company will also pay course costs and other related expenses for attending this course (maximum \$400.00 per year) for each worker member, subject to presentation of receipts for costs claimed.

ARTICLE 17 - DISCIPLINE

17:01 When any employee is called to the office for an interview for work record counselling or for disciplinary action, no disciplinary action will be taken until a Union representative is present.

17:02 Any employee subject to discipline while off Company premises will be required to report to the plant, for a disciplinary interview with the Company. Such interview will be within two (2) working days after the cause for discipline is known to the Company.

17:03 All disciplinary action shall be taken within two (2) working days after the cause of the discipline is known to the Company.

- 17:04 Any suspension or discharge is not to be grieved until the procedures are followed as outlined under section 17:05, 17:06.
- 17:05 All suspensions except those described in 17:06 will be deferred one (1) working day. The employee will be allowed Union time to complete a fact sheet regarding the problem. Such time taken for this purpose will be deducted from the time allowance provided in 17:07. A meeting will be arranged between the parties including the Plant Chairperson and the Personnel Director on the following working day shift following the date of discipline. It will be determined following this meeting if the suspension will be imposed, modified or withdrawn. If a suspension is imposed as a result of this meeting and the Employee wishes to continue to the third stage, the suspension will not be imposed until a third stage meeting is held.
- 17:06 Where the offense is considered by the Company to warrant immediate discipline, the employee concerned will be required to immediately leave the Company premises, provided the provisions of 17:01 have been fulfilled. The employee will be allowed Union time to complete a fact sheet regarding the incident. Such time taken for this purpose will be deducted from the time allowance provided in 17:07, but the employee will not be permitted back in the plant.
- 17:07 When sections 17:05 and 17:06 procedures have determined that discipline by the Company is warranted, the employee will be granted a reasonable period of time to discuss the matter with his Union representative and grieve the disciplinary actions if he so chooses. The time limit allowed for this meeting shall not exceed two (2) hours.
- 17:08 In the event that the employee is disciplined, the Company shall notify the Union in writing immediately after any disciplinary action has been imposed stating in such notice the reason or reasons of such disciplinary action and the type of discipline imposed, provided however that such notice shall not limit the Company to only those reasons specified.

17:09 When a verbal warning has been issued against an employee, such verbal warning shall remain against the record of an employee for a period of six (6) working months. When a written warning has been issued against an employee, such written warning shall remain against the record of an employee for a period of eight (8) working months. When an employee has been suspended, such suspension shall remain against the record of an employee for a period of thirteen (13) working months.

At the expiration of the time periods stated above, the discussion and disciplinary records of the employee will be permanently removed.

The Plant Chairperson and the Personnel Director will ensure that these records are physically removed from the employee's file.

17:IO Any Union representative and employee attending a meeting as set out in section 17:05 and 17:06 will be paid a maximum of two (2) hours at the rate of time and one half his regular hourly rate. This applies only to the representative initially involved in the disciplinary action on the first or third shifts.

17:II When an employee is suspended for any length of time, Saturdays will be counted as one day of the suspension if the Saturday is fully scheduled or if the employee was scheduled to work.

ARTICLE 18 - GRIEVANCE PROCEDURE

18:OI All grievances arising between employees and the Company shall be dealt with as speedily and effectively as possible by co-operative effort on the part of both the Union and Management in accordance with the following procedure.

18:02 "Grievance" as used in this agreement shall mean any misunderstanding, or dispute between the Company and the Union or one or more of the employees represented by the Union arising out of this agreement.

18:03 When there is a group of employees (group grievance) that have a grievance, the grievors shall select one of the grievors to represent them at any or all stages of the grievance procedure.

18:04 When a discharge or suspension is grieved as provided for in section 17:07, this grievance shall be submitted in writing at step three (3), through the Plant Chairperson to the Personnel Director within two (2) working days of the discharge or suspension.

18:05 Step One (1)

Any employee or group of employees having a grievance will first request the presence of his committee person or steward by his area manager and on his arrival they will meet and take the matter up with his or their area manager. The area manager will reply in writing to the grievance within one (1) working day from the time of such meetings, if the verbal answer to the grievor is not satisfactory.

A Plant Superintendent or Lead Area Manager and/or the Plant Chairperson may attend this meeting.

18:06 Step Two (2)

If not settled at step one (1), the grievance shall be presented in writing through the Plant Chairperson to a Plant Superintendent or Lead Area Manager within two (2) working days of the completion of step one (1) who with plant supervision, within three (3) working days, will discuss the matter with the employee or group involved and the committee person or steward involved. The Plant Superintendent or Lead Area Manager shall reply in writing within two (2) working days of such meeting.

18:07 Step Three (3)

If the grievance is not settled in step two (2), it shall be appealed within three (3) working days, and a meeting will be arranged. This meeting may be attended by the Plant Chairperson, the plant committee, the committee person or steward involved in the grievance, a representative of the National Union, a representative of the Local 195 executive board and the management committee. This meeting shall be held within five (5) working days of the response in step two (2).

Management's decision on appeals taken up at this meeting shall be in writing and, if not rendered during the meeting shall be rendered to the Plant Chairperson within two (2) working days after the holding of the meeting.

18:08 A dispute concerning the interpretations, application, administration or alleged violation of this agreement including any question whether a matter is arbitrable or concerning any other violation of this agreement (after exhaustion of the grievance procedure provided herein) may be referred to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within ten (10) working days after management's decision is received. The party giving notice shall also notify the designated arbitrator within such time both parties agree that the following arbitrators shall be used to arbitrate grievances.

1. Ms. Gail Brent
2. Mr. M.R. Gorsky
3. Dean A.M. Kruger
4. Mr. M. Watters
5. Professor E.E. Palmer

Arbitrators shall be designated in numerical order. When an arbitrator is not available within sixty (60) calendar days or any other time limit mutually agreed to by the parties, he will be bypassed in favour of the next arbitrator in numerical order. The time limit of ten (10) working days referred to above shall also commence to run from the date on which it is ascertained that the previously designated arbitrator not available.

18:09 The terms "Working Days" when used in this agreement shall exclude Saturday, Sunday and holidays as defined herein.

18:10 The decision of the arbitrator shall be final and binding upon the Company and Union and upon every employee within the bargaining unit affected by the decision. The arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement. The expense, if any, of the arbitrator shall be divided equally between the Company and

the Union and shall be paid by them.

- 18:11 An arbitrator shall be empowered in deciding a grievance on disciplinary action to uphold, reverse, amend or modify any penalty or proposed penalty in his award or as part of his award.
- 18:12 Provided the arbitrator will agree to a substitution, the arbitration of a grievance concerning a discharge will be given priority.
- 18:13 The parties shall have the right, by mutual written agreement, to change any time limit set forth in the above procedure.
- 18:14 If the Company or Union fails to meet the time limits set out in this article, the grievance shall be deemed ruled in favour of the other party.
- 18:15 The Company may, at its discretion, decline to consider any grievance which is lodged more than two (2) working days after the cause of the grievance should be known to the employee.
- 18:16 The Union may, at its discretion, decline to consider any disciplinary action taken more than two (2) working days after the cause of the discipline should be known to the Company.
- 18:17 The Article will only apply to those employees who have completed their probationary period as defined in section 20:01.

18: 18 Grievance Commissioner

As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a post third step grievance to a grievance commissioner in the following procedure:

- (a) The employer and Union may agree in writing to the appointment of a person or persons as a single arbitrator to be known as a grievance commissioner (where more than one, acting in rotation) will set aside such time as may be requested by the employer and the Union to consider and determine grievance 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 Article 18 - Grievance Procedure.

- (b) Through the grievance commissioner, the parties desire the expeditious means for the effective disposition of grievance which the parties have agreed may be handled in a summary manner. The rules governing the summary proceeding of the grievance commissioner are set out in the schedule hereto.
- (c) The decision of the grievance commissioner shall only be applicable in the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in the agreement, the decision of the grievance commissioner shall:
 - i) Be consistent with the provision of the agreement.
 - ii) Be confined to the grievance referred to him.
- (d) The Union and the Employer shall each be responsible for one-half the expenses of any fees payable to the grievance commissioner.
- (e) The parties, when referring a grievance to a grievance commissioner shall also provide him with the Step II summary (or as amended by agreement of the parties) and the decisions of the management representative at Step II and Step III.
- (f) The parties shall supply the grievance commissioner and each other with additional concise and brief written representation 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 ten (10) days prior to the hearing day 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 hearing.
- (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.

ARTICLE 19 - AGENDA MEETINGS

- 19:01 The Company and the negotiating committee will meet on the first Thursday of each month or on a date agreeable to both parties, for the discussion of business requiring joint consideration.
- 19:02 Overtime distribution and leaves of absences will automatically become a topic of discussion by the parties of each meeting.
- 19:03 All matters requiring answers discussed at each meeting will be in writing and given to the committee and/or the Company within five (5) working days following this meeting.
- 19:04 The Company will take minutes of the meetings and such minutes will be provided to the committee within five (5) working days of this meeting.

ARTICLE 20 - SENIORITY

20:01 Employees shall be regarded as probationary employees until they have actually worked forty (40) days within any period of twelve (12) consecutive months.

Seniority shall start from the last hiring date and employee's names shall appear on the seniority list in order of their respective date of hiring. All hourly employees of Fabricated Steel Products Inc. (A Caradon PLC Company) at Windsor, shall appear on one (1) seniority list.

20:02 The parties agree that seniority is the primary factor in this agreement, as it applies to the articles of this Collective Agreement.

20:03 The Chairperson will be notified in writing within one (1) working day of any termination of an employee. This also includes probationary employees.

20:04 The Company shall post on the bulletin boards revised seniority lists on the first (1st) day of every month. The seniority list shall contain each employee's name, classification and seniority date. Six (6) copies of the seniority list shall be supplied to the plant committee.

20:05 The parties agree that an employee must have a minimum of six (6) months seniority with the Company before being appointed or elected to the plant committee.

ARTICLE 21 - LOSS OF SENIORITY

21 :01 Seniority rights and employment shall cease for any one of the following reasons:

- (a) If an employee quits;
- (b) If an employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) If an employee fails to report or notify the

Company within five (5) consecutive working days, unless the employee furnishes legitimate reasons to the Company for such failure;

If an employee is off work on a W.C.B. or S&A claim and the Company is informed that he is to return to work and fails to do so, the Company will notify the employee by registered mail to determine the reasons, if any, why he has not returned to work. If his absence from work is supported by medical evidence, no further action will be taken.

If after five (5) working days after delivery or attempted delivery of the registered mail the Company has not been contacted by the employee, the provision of the first paragraph of Article 21:01 (c) will apply.

- (d) If an employee fails to report or notify the Company within five (5) consecutive working days when recalled by the Company after notification by registered mail to his address on record with the Company, unless the employee furnishes legitimate reasons to the Company for such failure.
- (e) If an employee has less than twelve (12) months of seniority and is laid off for a period of twelve (12) months.
- (f) If an employee with more than twelve (12) months seniority but less than 5 years is laid off for a period of time up to the length of his seniority plus an additional 12 months, up to a maximum of 5 years.
- (g) If an employee has more than five (5) years of seniority and is laid off for a period of time equal to the length of his seniority.
- (h) If an employee overstays his leave of absence without notifying the Company, unless the employee furnishes legitimate reasons to the Company for such failure.

21:02 Where an employee loses his seniority as the result of this article, the Company shall have the right in its sole discretion, to retain the employee with probationary status.

21:03 The Union will receive a copy of all registered letters sent out to employees for any reason on the date sent out.

ARTICLE 22 - LAYOFF AND RECALL

22:01 In the event of a reduction in the number of employees in the plants, the employees to be laid off shall be given five (5) working days notice of layoff except in circumstances which are beyond the control of the Company, in which case the employees shall be given two (2) working days notice of layoff. The names of these people shall be given in writing to the plant chairperson. Normal fluctuation in customer demand are not considered as beyond the control of the Company.

22:02 All plant layoffs shall be carried out as follows:

- (a) Employees having a greater amount of seniority shall be retained at work over employees having lesser amounts of seniority provided they are able and willing to do the work available.
- (b) Layoffs will be according to Company wide seniority.

22:03 Any employee affected by a reduction in the workforce, may exercise his seniority rights by notification to supervision within three (3) working days of his being notified. Notice shall be in duplicate on forms supplied by the Company and signed by the employee and supervision.

22:04 Any employee wishing to exercise his seniority rights to work as an employee in the classification of production welder will be given a predetermined standard welding test. This test will be discussed with the Union committee and a Union representative (qualified welder) will be present at such time the employee takes the test.

Any employee wishing to exercise his seniority rights to work as an employee in the classification of HVP Production Welder will be given a pre-determined standard welding test. This test will be discussed with the Union committee. A Union representative who is a qualified welder will be present when the test is given. If the Union representative is not a qualified welder, he may be accompanied by a qualified welder.

Any changes to the testing requirements will be discussed with the Union prior to implementation. Failure to follow this procedure will void the posting.

This clause does not apply if an employee has previously held the classification for a period of thirty-five (35) working days. (effective Jan. 1, 1992)

22:05 An employee who, for the convenience and benefit of the employee, is transferred to another job because of a lay-off shall be paid the applicable job rate while so employed.

22:06 Notwithstanding their seniority status the plant committee in the event of a layoff, shall be continued at work as long as work is available in the Company which they are able and willing to do.

Notwithstanding their seniority status the recognized stewards in the event of a layoff shall be continued at work, as long as work is available in their respective plants which they are able and willing to do.

22:07 If there is an increase in the working force after a layoff, the chairperson, the benefit representative and the plant committeemen shall be first to be returned to work, provided they are able and willing to do the work available.

If there is an increase in the workforce after a layoff, the stewards shall be the first to be returned to their respective plants, provided they are able and willing to do the work available.

22:08 Where a dispute arises regarding an employee being able to do the work available, he shall be given an

opportunity to perform the job for a reasonable period not to exceed five (5) workdays, unless his performance indicates injury or damage possibilities. This clause does not apply to an employee who fails the welding test as outlined in 22:04.

22:09 In the event of an increase in the workforce, the Company agrees to call the most senior employee on the seniority list, provided however such employee has previously held the classification or has indicated to the Company prior to his layoff his desire to work in the classification available.

The classification of press operator, janitor & general helper and general helper will be exempt from the above procedure.

This clause will not apply in a plant production shut-down

22:10 Where an employee is laid off from his classification and has an opportunity to exercise his seniority in another plant, he must do so or he will lose his classification. The employee will be required to sign a form indicating that he has resigned his classification, and a copy will be given to the employee and the Union. A copy will also be placed in the employee's personnel file. An employee who loses his classification in this manner will not be considered laid off and shall not be allowed to exercise seniority under the lay off provisions of this contract.

22:11 When an employee is moved from Plant One to Plant Two or vice versa through layoff of bumping, then is laid off from the classification he bumped into, he will be allowed to return to his original plant or exercise his bumping rights, whichever is applicable. In the event that he chooses to return to his original plant, the junior person in that plant in that classification who is displaced can then exercise his bumping rights until ultimately the junior person in the final classification will be moved to the other plant.

22:12 When employees are laid off from their classification but are still at work, no other employee will work on that shift in that classification. If there is work in that employee's classification on another shift, a backup or other employee may do the work for a period of up to one (1) week. If the work is to continue beyond one (1) week the laid off employee will be given the opportunity to change shifts to do the work in his classification. An employee who chooses not to take available work under the terms of this clause will lose his classification according to the procedures set out in Article 22:10.

ARTICLE 23 - LEAVE OF ABSENCE

23:01 Upon application and two (2) weeks' notice except in case of emergency, the requests of employees for leaves of absence will be considered by the management upon their individual merits and circumstances, and the parties agree that the determination of whether the request shall be granted rests solely in the discretion of the management. Leaves of absence must be signed by the Company and the plant committee.

Leaves of absence in no case may be given to any employee for the purpose of working in another company.

23:02 Any employee of the Company elected or appointed to a full-time position in Local 195 C.A.W. or the National Union, C.A.W., shall be granted a leave of absence by the Company for a period of two (2) years or the life of this agreement whichever is longer, and shall retain and continue to accumulate seniority.

23:03 If the company grants a leave of absence to members of the committee to attend to union business arising out of the administration of this agreement, such leave will be with pay.

23:04 The Company when presented with a request in writing from the Union will grant a leave of absence to any five (5) members of the bargaining unit for a period not to exceed fourteen (14) calendar days where such employees have been appointed or

elected by the Union as a delegate to a legitimate Union function such as a convention, conference, council or education course, and where any one member of the bargaining unit is selected to attend the Labour College of Canada, the Company will grant such employee leave of absence for thirty (30) working days.

23:05 An employee convicted of any offense arising out of the operation of a motor vehicle shall be considered as on leave of absence for the period of his conviction.

- 23:06 (1) A leave of absence will be granted when required by an adopting agency or law in connection with the adoption of a child of an employee.
- (2) An employee must begin her maternity leave no later than six (6) weeks prior to her expected confinement date.
- (3) An employee may request a maternity leave beginning prior to the six (6) week period, providing the requirement for a maternity leave is supported by medical evidence.
- (4) In the event an employee is unable to perform her normal duties in an acceptable manner she will be placed on a maternity leave.
- (5) An employee must return to work eight (6) weeks after her release from the hospital unless her prolonged disability to do so is supported by medical evidence.
- (6) Seniority and pension credits will accumulate during such authorized leaves of absence and maternity leaves.

23:07 If an employee is imprisoned following a conviction for an offense other than one arising out of the operation of a motor vehicle and if the time served is ninety (90) days or less, the Company will accept the conviction and sentence as a satisfactory reason for the employee's absence from work during the term of his sentence.

Another person may call on behalf of an imprisoned employee, but it remains the employee's responsibility to ensure that the Company is advised.

Any employee who is incarcerated prior to a conviction will be deemed as being on a Leave of Absence.

23:09 In the event of a requested leave of absence, maternity leave or parental leave, all insurance coverages will be maintained for the duration of the leaves including pension credits and seniority.

23:09 Any employee active in the Canadian Reserve Forces will be entitled to four (4) weeks leave of absence. All benefits will be maintained including pension credits and seniority. Any employee called to active duty into the Canadian Armed Forces will be granted a leave of absence for the duration. All benefits will be maintained including pension credits and seniority.

23:10 The Company will honour any request for parental leave as set out in government guidelines.

ARTICLE 24 - HOURS OF WORK

24:01 The normal hours of work for all employees shall be eight (8) hours per day. The normal working week shall be forty (40) hours, Monday to Friday, inclusive.

24:02 The normal hours of work are stated solely for the purpose of calculating overtime.

24:03 A vote will be conducted to determine the hours of work. A representative of the Union and the Company will conduct the vote.

The hours of work on a two shift operation will be as follows:

Shift #2 - 7:00 a.m. to 3:30 p.m.

Shift #3 - 3:30 p.m. to 12:00 a.m.

The hours of work on a three shift operation will be as follows:

Shift #1 - 11:00 p.m. to 7:00 a.m.

Shift #2 - 7:00 a.m. to 3:00 p.m.

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

- 24:04 Employees working on a one (1) and two (2) shift operation shall have a thirty (30) minute unpaid lunch period. Employees working on a three (3) shift operation shall have a twenty (20) minute paid lunch period which includes a five (5) minute wash-up period.
- 24:05 Employees requested to work prior to the start of their regular shift will be paid at the overtime rate applicable for all such time worked prior to the regular starting time on their shifts.
- 24:06 Some employees, because of the nature of their work within their classification, shall be employed on a regular basis on shifts that will vary from the normal hours of work as stated in 24:03 and 24:05. Any opening of this nature shall be filled by the highest seniority employee within the classification providing he is willing and able to do the work available. To determine if the employee is able to perform the work refer to Article 22:08.
- 24:07 There shall be two (2) fifteen (15) minute rest periods on each shift.
- 24:08 There shall be a five (5) minute wash-up period immediately prior to the lunch hour and a five (5) minute wash-up period immediately prior to the end of the work day.
- 24:09 The Company will pay an employee an additional fifty-five (55) cents per hour for work performed on the number three (3) shift. The Company will pay an employee an additional eighty five (65) cents per hour for work performed on the number one (1) shift.
- 24:10 An employee reporting for work on instruction of the Company but for whom no work at his regular job is available will be offered at least four (4) hours employment in other work at his regular hourly rate, or at the Company's option will be paid for four (4) hours time at his regular hourly rate. An employee requested to report to work on Saturday, Sunday or a Holiday under this clause (24:10) shall be paid the applicable overtime rate.

- 24:11 This provision shall not apply when work is not available because of a labour dispute, fire, flood, power failure or an act of God.
- 24:12 All employees reporting to work, and for whom work is not available because of reasons stated in 24:11, shall remain at work for 2 hours, and if work is still not available, shall be sent home and paid 4 hours at their regular rate.
- 24:13 The employee who has clocked out and has left the Company's property and is called back for work in an emergency shall receive a minimum of four (4) hours pay at the applicable overtime rate.

ARTICLE 25 - OVERTIME

- 25:01 (a) An employee shall receive payment at the rate of time and one-half his equivalent hourly rate for the first four (4) hours worked over eight (8) in any one shift and double time for all hours worked over twelve (12) hours in any one shift.
- 25:01 (b) An employee working overtime into another shift which has a higher shift premium than the shift he is scheduled to work on, will receive that higher shift premium for all hours worked on the higher rated shift.
- 25:02 If an employee is required to work more than one (1) hour overtime there shall be fifteen (15) minute rest period at the end of his regular shift.
- 25:03 An employee shall receive payment at time and one-half his equivalent hourly rate for the first eight (8) hours worked on Saturday and double time for the balance of hours worked on Saturday. Employees asked to work beyond the end of a scheduled six (6) hour Saturday shift shall be paid at double time for all hours after the first six (6).
- 25:04 When the plant is working on a three (3) shift basis, Sunday shall not be considered as premium time so long as it is part of the normal Monday (no.1 shift) workday.
- 25:05 All hours worked on the holidays recognized in this agreement shall be at double time plus eight hours pay for the holiday.

All hours worked on Sunday and holidays recognised in this agreement shall be paid at double time for the first eight (8) worked and double time and one half for the balance of the hours worked.

- 25:06 A) When one (1) or more employees are required to work in a department on a shift on an overtime day, the committee person or steward responsible for representation in the department on that shift will be one of the employees offered the overtime work providing he is willing and able to perform the work available.

If the committee person and steward refuse the overtime work the alternate steward on that shift will then be offered the overtime work, providing he is willing and able to do the work available.

- 25:06 B) When committee persons are scheduled to work on an overtime day and that shift has ten (10) or more people employed, the hours outlined in Article 15:04 shall apply.

- 25:07 The plant chairperson shall be scheduled to work on Saturdays, Sundays and holidays provided there is a total of ten (10) employees working on the day shift. If less than ten (10) employees are scheduled to work as stated above, the plant chairperson may be asked to work in his classification if such overtime work is available.

The benefit representative shall be scheduled to work on Saturdays, Sundays and holidays provided there is a total of fifty (50) employees working on the day shift.

If less than fifty (50) employees are scheduled to work as stated above, the Benefit Representative may be asked to work in his classification if such overtime work is available.

- 25:08 If the plant chairperson, committee persons, stewards or alternate stewards are not able or willing to do the work available they shall have the right to appoint alternates from among the employees selected to work to represent the other employees in their absence.

25:09 The Company will have the right to fully schedule two (2) overtime days per month per department, namely H.V.P. plant #1 or plant #2 automotive.

25:10 The Company shall endeavour as far as reasonably practicable, over a period of time, to distribute overtime equally among the employees normally performing the work in the plant on their respective shifts. An overtime record shall be maintained by the Company for each employee.

Any employee who is available for overtime will be required to identify their availability by inputting their clock number into the overtime system as directed by the company. Any employee who fails to make such an input will be subject to assignment of hours if they would have been eligible due to the level of their total hours at the time of availability. Employees who are selected for overtime and fail to work shall be charged double the assignment of hours.

Overtime records shall be zeroed out with the exception of the variance hours beginning January 1 of each calendar year.

Overtime hours worked or charged shall be recorded as is with no premium attached. Overtime refused shall be recorded on the same basis as overtime worked.

Employees who are absent for any reason or who do not request to work the available overtime, and by the level of their overtime would have been selected to work the available overtime, shall be credited with the overtime hours worked.

Any hours worked in a classification on a scheduled overtime day will be automatically charged against all persons absent from work on that day.

No employee shall be offered overtime outside of his own overtime pool for the purpose of correcting an out-of-variance situation, unless otherwise agreed to by the employee.

Overtime hours used for the purposes of employee training (on or off site) and customer plant visits necessitated by quality related issues will not be charged as overtime.

The overtime report will be published daily.

Any new employee shall be credited with the highest number of hours in the classification to which he is assigned.

Any employee whose classification changes shall be credited with the highest number of hours in the classification to which he enters.

If inventory is taken on a Saturday or a Sunday, all employees will be charged the equivalent hours worked. Bargaining unit employees will operate all motorized equipment used to take such inventories.

Twenty (20) hours will never separate any one employee in their respective group in the classification schedule.

If an imbalance does occur, within the classification on the employees respective shift, the Company will have one (1) calendar week to correct the imbalance. If the imbalance is not corrected the Company agrees to pay such employee the difference in hours to correct the situation.

The overtime report will show the average overtime hours per classification for each shift. Twenty (20) hours will not separate one classification on one shift from the same classification on the other shifts. Where an imbalance occurs, overtime work will be offered to the other effected shifts until the variance is back within 20 hours.

All elected or appointed union representatives will not be included in the distribution function as it applies to the higher level in hours in the overtime distribution.

Persons who have elected to work on a steady shift will, also be not included in the distribution function.

25:11 In the case there is a lay off in a classification, forty (40) hours shall not separate the last employee laid off from the classification from the highest number of hours worked in that classification from which he was laid off.

In the event the last laid off employee is recalled to his classification, and the next laid off employee from that classification with hours outside of the distribution schedule, shall be assigned hours to bring him within thirty two (32) hours of the employee having the highest number of hours in the classification, from which he was laid off.

If an imbalance does occur, the Company will have one (1) calendar week to correct the imbalance. If the imbalance is not corrected the Company agrees to pay such employee the difference in hours to correct the situation.

If in the event of an imbalance correction an employee is outside the twenty (20) hour limit as set out in Article 25:10, such employee shall be exempt from the distribution schedule.

Any new employee shall be credited with the highest number of hours in the classification to which he is assigned.

If inventory is taken on a Saturday or a Sunday, all employees will be charged the equivalent hours worked.

Twenty (20) hours will never separate any one employee in their respective group in the classification schedule.

25:12 The Company shall give forty-eight (48) hours posted advance notice to the employees of scheduled overtime work, except in the event of an unforeseeable circumstance.

In the event of unforeseeable circumstances and an employee(s) is on a Friday P.D.O. or Thursday - Friday P.D.O., the Company will attempt to notify the employee(s) by phone and the Union will be notified.

- 25:13 When an employee is scheduled to work on a Saturday, he may be excused from such duties, on presentation of documented legitimate reasons for such absence at least twenty-four (24) hours prior to the scheduled Saturday.
- 25:14 All Saturdays and Sundays attached to a scheduled Friday or Monday holiday, as outlined in the Collective Agreement, will be on a strict voluntary basis.
- 25:15 Any employee working overtime out of his classification will have the hours charged against his normal classification. This will not apply to a person working as a backup outside of his classification.
- 25:16 Any employee who resigns their classification or chooses to change shifts shall be credited with the overtime hours equal to those of the employee with the highest overtime hours in the classification which he enters on that shift.
- Any employee laid off from their classification or who is required to change shifts will keep the same variance in the new classification or shift as they had in the classification or shift that they were laid off from.
- 25:17 If there are no indirect employees available to work overtime on any given shift, indirect employees of the same classification from the other shifts will be offered the overtime work before back ups or other employees.

ARTICLE 26 - JOB POSTING

- 26:01 Notice of vacancies or new jobs will be posted within the department on the bulletin boards for a period of three (3) working days, and a copy will be supplied to the plant chairperson. The names of the successful applicants for any job posting will be posted in the plants within five (5) working days on the expiration of the posting.
- 26:02 All changes in any job posting will be posted in the plant and a copy supplied to the plant chairperson.

26:03 The employee who has applied in writing with the greatest seniority shall be the successful applicant providing he is willing and able to perform the job in an efficient manner.

An employee may hold a back-up position in one (1) classification only.

A successful job posting applicant who gives up a back up classification shall not have the right to apply for the same back-up classification for a period of six (6) months unless agreed upon by the parties.

Applicants shall be given a minimum three (3) day trial period, unless their performance indicated injury or damage possibilities. The three (3) day trial period does not apply if the applicant fails the welding test as outlined in 22:04 and 22:10.

26:04 An employee may apply for any job posting no matter what classification he holds. The successful applicant of a job posting may not apply for another job posting for a period of six (6) months, except as provided in section 26:05 or as mutually agreed upon by the parties.

26:05 An employee who applies and receives a job that had been posted shall have the right to apply for another monetary upgrading job at any time.

26:06 A successful job posting applicant shall have a thirty (30) working day period in which he may return to the classification he previously held.

When an indirect employee posts for and receives a job posting, the Company can't post for his previous job for thirty-one (31) days.

If the successful applicant goes back within thirty (30) days, the Company will use the next applicant by seniority in the posting and so forth and so forth.

26:07 When an increase in any classification is required, job posting shall not apply if any employee holding that classification is on layoff or absent due to weekly indemnity claim, Workers' Compensation claim, vacation or leave of absence.

26:08 If an employee is off work for any reason, he will have the right to apply for any one job posting within five (5) working days upon returning to full time employment. This will be restricted to any postings in the prior six (6) months of the return to work. All other employees affected by the returning employees decision to take such a job posting will return to the position they held prior to the original posting going up.

Persons on weekly indemnity or Workers' Compensation, leave of absence, maternity leave and parental leave can apply for any posting within the guideline set out.

26:09 The Company will provide the union with a classification list monthly, listing each employee's name by seniority and a separate list of back-ups.

26:10 The Union Committee will be informed of the requirements of any changes in testing that will be required for future job postings. Should the requirements of the testing subsequently change, these changes will again be discussed with the Union Committee. Failure to follow this procedure will void the posting.

Job postings will be drawn up in such a manner as to advise employees of the new job testing requirements when these changes are made.

ARTICLE 27 - ABSENTEEISM

27:01 The efficient operation of the plant is of mutual interest to both employees and the Company. Regular attendance and punctuality is a major requirement to achieve this success.

27:02 All employees will phone the Personnel Office when he or she will be absent from work, stating the duration of their absence.

If an employee is absent beyond the duration reported, such employee shall be required to call the Personnel Office again.

When an employee calls the Personnel Office to

report an absence, he shall be given a call-in number.

Call-in times shall be as follows:
Shift no.1, 2, and 3 - 8:00 a.m. to 4:30 p.m. on the first day of the absence.

ARTICLE 28 - PRODUCTION STANDARDS

28:01 When a dispute arises between the Company and the Union as to the production performance of an employee, the Union shall have the right to bring into the plant a representative qualified to deal with any technical aspects of the dispute and every effort shall be made by the parties to resolve the problem. All expenses in connection with the Union Representative shall be borne by the Union.

Any dispute which cannot be resolved by the parties involved will be referred to a qualified Industrial Engineer agreed upon by the Company and Union. The decision of the arbitrator shall be final and binding on both parties and his expense shall be borne equally.

28:02 All disciplinary action concerning production standards shall be taken within two (2) working days after the cause of the discipline is known to the Company.

28:03 When a job is to be time studied or re time studied, the person(s) doing the time study will hold a meeting with the employees who normally perform the work and a Union Representative and explain the reason for the time study or re time study.

ARTICLE 29 - HEALTH & SAFETY

29:01 The employer shall make reasonable provisions for the safety and health of its employees. Such protective devices and clothing which are necessary to protect the employees shall be provided at no cost to the employees.

29:02 The Company will contribute one hundred and twenty five dollars (\$125.00) to the purchase of safety shoes. This contribution shall be payable to

each seniority employee, who has worked a minimum of five hundred (500) hours in the calendar year, at the end of each calendar year by separate cheque.

29:03 The Company will contribute seventy dollars (\$70.00) to the purchase of leather aprons. This contribution shall be payable to each employee who worked in an ARC/M.I.G welding classification who has worked a minimum of five hundred hours (500) in the classification in the calendar year, at the end of each calendar year by separate cheque.

29:04 If an employee is injured on the job and requires the attention of a medical doctor he shall be transported to either Hotel Dieu or Metropolitan General Hospital or to a doctor of his choice, if available, for treatment and assessment.

If the doctor after medical attention determines that the employee may return to the job and after the employee has returned and feels he cannot continue he shall be returned to the doctor for further treatment and assessment.

If the doctor determines that the employee should not work the balance of his shift or longer, he shall be transported to his home if required.

When an employee has been authorized, by a doctor, to be off the balance of the shift due to a work related injury, he shall be paid for the balance of the shift.

ARTICLE 30 - COST OF LIVING ALLOWANCE

30:01 Effective January 1, 1998 \$0.82 will be added to all classification base rates and a \$.05 float will be established and become effective as of January 1, 1998.

30:02 The cost of living allowance will be paid weekly in the employee's regular pay cheques according to the formula established.

30:03 The cost of living allowance change shall be at the rate of one (1) cent for each .077 change in the

index (1986=100) and will be changed and the increase or decrease paid as follows:

Cost of living allowance established by the Statistics Canada Consumer Price Index for the month of:

February 1998
May 1998
August 1998
November 1998
February 1999
And so forth

Payable beginning the first full pay in the month of:

April 1998
July 1998
October 1998
January 1998
April 1999
And so forth

30:04 The cost of living shall be paid for all hours worked and also paid holidays, vacation pay, bereavement pay, jury duty and P.D.O.'s.

30:05 The cost of living allowance shall be contingent upon the availability of the official Statistics Consumer Price Index and calculated on the same basis as the index published for November 1997, unless otherwise agreed upon by the parties.

30:06 The Consumer Price Index for November 1997 is 138.0 and will serve as the base for future increases or decreases in the cost of living allowance.

30:07 In no case shall the wage rates set out in this agreement be reduced by a decline in the Consumer Price Index.

ARTICLE 31 - PERSONAL DAYS OFF

31:01 In the calendar year of 1998 each active seniority employee shall be eligible to receive six (6) personal days off.

31:02 In the calendar year of 1999 each active seniority employee shall be eligible to receive six (6) personal days off. Each employee who has completed 25

years of service will also receive one (1) additional personal day off which may be taken in any period.

31:03 In the calendar year of 2000 each active seniority employee shall be eligible to receive seven (7) personal days off. Each employee who has completed 25 years of service will also receive one (1) additional personal day off which may be taken in any period.

31:04 Personal days off must be taken during the following periods:

1998
January 5- May 1 - 2 days
May 4 - August 28 - 2 days
August 31- December 18 - 2 days

1999
January 11 - April 30 - 2 days
May 3- August 27 - 2 days
August 30 - December 17 - 2 days

2000
January 10- April 28 - 2 days
May 1 - September 1 - 3 days
September 4 - December 15 - 2 days

31:05 Employees shall request in writing on available forms, one (1) week in advance, when possible, for their personal days off. Employees may take two (2) consecutive days off during each period.

31:06 Employees may take personal days off in half day, four (4) hour increments at their discretion.

31:07 The total number of employees, who may use the same date for a personal day off is subject to production schedules and the requirements of the Company.

31:08 Any active employee not using his personal day off, and has worked at least one day in a period, shall be paid in lieu of, if he goes off work for any reason and does not return before the end of the period.

- 31:09 If an employee does not take his personal day off in the assigned time period, he will lose that personal day off and will not be paid in lieu of.
- 31:10 Employees will be allowed to take one (1) advance paid day off during the first and second period of each year only.
- 31:11 Employees who retire under normal or early retire provisions of the contract will be paid all P.D.O.s not taken for the remainder of the calendar year.
- 31:12 Employees with 25 years or more of service of any given year may take 5 paid days off at one time as an additional week of vacation.

ARTICLE 32 - VACATION WITH PAY

32:01 Each employee will be granted an annual vacation with pay in accordance with the following provisions:

| Seniority as of June 30th | Number of days or vacation pay percentage of earnings, whichever is greater | |
|---------------------------------|---|-----|
| Less than 1 year | 0 | 4% |
| 1 year but less than 4 years | 10 | 4% |
| 4 years but less than 8 years | 15 | 6% |
| 8 years but less than 10 years | 15 | 7% |
| 10 years but less than 15 years | 20 | 8% |
| 15 years but less than 23 years | 25 | 12% |
| 23 years but less than 28 years | 25 | 13% |
| 28 years and over | 27 | 14% |

32:02 To be eligible for the vacation pay as defined in 32:01 an employee must have worked one thousand hours (1000) in the previous twelve (12) month period. Holidays and P.D.O.'s will count as hours worked.

Failing such qualifying period, the employee will receive vacation pay equal to the percentage of gross earnings as defined in 32:01. Vacation pay from the previous year will be included when calculating gross earnings.

32:03 If one of the paid holidays specified in this agreement is observed by the Company on a normal working day (Monday through Friday) during an employee's vacation, he shall be entitled to an extra day of paid vacation, which shall be added to the beginning or end of his vacation period, at the discretion of the employee.

In the event of a normally scheduled summer vacation this day will be assigned at the beginning or end of the vacation period.

32:04 An employee's vacation shall be taken during the calendar year in which it is applicable.

32:05 The Company will schedule ten (10) days of vacation for all employees. Any employee entitled to additional weeks vacation may request in writing, by March 1, stating when they wish to be off. The Company will ensure that all employees take all of their vacation entitlement each year.

Employees entitled to more than ten (10) days of vacation may take all of their vacation weeks consecutively but must apply in writing to the Company by April 1 stating when they wish to be Off.

The Company will consider all requests and they will be granted if the vacation request does not impair the Company's ability to operate any departments within the plants in an efficient manner.

All such requests will be considered on a seniority basis.

32:06 Vacation pay in the case of termination of employment will be provided on the basis of payment equal to an employee's unused vacation credits as provided above.

Vacation pay in the case of retirement will be provided in accordance with Article 32:01 and 32:02. Additionally payments under Articles 29:02 and 29:03 will be made providing the retiree has worked the qualifying hours.

All vacation pays will be on a separate check.

32:07 Vacation schedules shall be posted by May 1st of each year and shall not be changed except with further consultation with the plant committee.

32:08 Employees who have entitlement to three (3) or more weeks vacation shall be allowed to take up to 5 days per year of their vacation entitlement as individual vacation days off. Employees must notify the personnel department of their desire to take these days as individual vacation days off by January 31st of each year on their vacation request.

Application for individual vacation days will be made according to the same procedure as Paid Days Off, except that these individual vacation days do not need to be taken in the periods set out for taking Paid Days Off. Individual vacation days may only be taken as full days. An individual vacation day will not be allowed unless it has been scheduled in this manner and approved by the employee's Area Manager or the Personnel Office. Employee's may not call in and request a vacation day for that same day. Payment for individual vacation days will be made on the employee's next pay, provided that the employee has accumulated sufficient vacation pay to qualify for payment and that the employee has not previously been paid vacation pay owing for that year.

An individual vacation day may be taken on any day of the week.

ARTICLE 33 -PAID HOLIDAYS

33:01 During the lifetime of this agreement the Company shall recognize the following holidays:-

1998

| | |
|--------------------|-------------|
| New Year's Day | January 1 |
| Christmas Shutdown | January 2 |
| Good Friday | April 10 |
| Easter Monday | April 13 |
| Victoria Day | May 18 |
| Canada Day | July 3 |
| Civic Holiday | August 3 |
| Labour Day | September 4 |
| Labour Day | September 7 |

| | |
|--------------------|-------------|
| Thanksgiving Day | October 12 |
| Christmas Shutdown | December 24 |
| Christmas Day | December 25 |
| Christmas Shutdown | December 28 |
| Christmas Shutdown | December 29 |
| Christmas Shutdown | December 30 |
| Christmas Shutdown | December 31 |

1999

| | |
|--------------------|-------------|
| New Year's Day | January 1 |
| Good Friday | April 2 |
| Easter Monday | April 5 |
| Victoria Day | May 24 |
| Canada Day | July 2 |
| Civic Holiday | August 2 |
| Labour Day | September 3 |
| Labour Day | September 6 |
| Thanksgiving Day | October 11 |
| Christmas Shutdown | December 24 |
| Christmas Day | December 27 |
| Christmas Shutdown | December 28 |
| Christmas Shutdown | December 29 |
| Christmas Shutdown | December 30 |
| New Years Day | December 31 |

2000

| | |
|--------------------|-------------|
| Good Friday | April 21 |
| Easter Monday | April 24 |
| Victoria Day | May 22 |
| Canada Day | June 30 |
| Civic Holiday | August 7 |
| Labour Day | September 1 |
| Labour Day | September 4 |
| Thanksgiving Day | October 9 |
| Christmas Day | December 25 |
| Christmas Shutdown | December 26 |
| Christmas Shutdown | December 27 |
| Christmas Shutdown | December 28 |
| Christmas Shutdown | December 29 |

The employee who has attained seniority prior to the holiday shall receive eight (8) times his hourly rate of pay for the observation of the above holidays providing he works the scheduled work day immediately prior and the scheduled work day immediately following such holiday.

Except as follows:-

- 1) Sickness authorized by a doctor.
- 2) Sickness in the family whereby the employee's presence is requested at home authorized by a doctor.
- 3) To employees who have been laid off within forty-five (45) calendar days prior to the holiday.
- 4) To employees who have commenced a leave of absence within twenty (20) working days prior to the holiday.
- 5) To employees who are late no more than one (1) hour or at the discretion of the Company.

33:02 Scheduled workday shall not include Saturday or Sunday.

33:03 An employee who qualifies for the first day of the Christmas shutdown will be entitled to holiday pay for all subsequent paid holidays during that shutdown.

33:04 a) Employees who are receiving weekly indemnity insurance under this agreement on the day a holiday is observed shall receive eight (8) times his hourly rate of pay less his daily income insurance benefits.

b) Employees who are in receipt of workers compensation on the day a holiday is observed will not be eligible for holiday pay. Any other reason for payment of such statutory holidays shall be left to the discretion of the employer.

c) Employees receiving weekly indemnity insurance, but who would otherwise be in a layoff position because of their seniority, will not be eligible for such holiday pay as outlined in 33:04 (a) unless they meet the requirements of 33:01 (3).

d) Holiday pay as outlined in 33:04 (a) shall only be received by those employees on weekly indemnity for a period of fifty-two (52) weeks. If any employee is off on weekly indemnity for a further fifty-two (52) weeks holiday pay as outlined in 33:04 (a) will be paid at one half the normal rate.

33:05 The last day of work before Christmas shutdown shall be scheduled as a six (6) hour shift. This shift will run on the same schedule as a voluntary overtime day.

ARTICLE 34 - BEREAVEMENT LEAVE

34:01 Provided an employee is scheduled to work, the Company will grant upon application made by the employee, three consecutive working days leave of absence with pay at his straight time hourly rate paid for an employee to attend the funeral of a member of his immediate family. The day of the funeral must be one of the consecutive working days or fall within the period covered by the three consecutive days. For the purpose of this clause, consecutive working days may mean Friday - Monday - Tuesday or Monday - Tuesday - Wednesday, or Tuesday - Wednesday - Thursday, or Wednesday - Thursday - Friday, or Thursday - Friday - Monday. Where the employee is scheduled to work on a Saturday or Sunday, the day or days scheduled may be considered as working days of the purpose of this clause.

34:02 Immediate family when used in this clause shall mean the mother-in law, father-in-law, grandparent, grandchild, brother-in-law, or sister-in-law of the employee or grandparent of a spouse. Common law status will be considered the same as married status for the purpose of this article.

In the case of a wife, husband, common-law spouse, children, parents, step-parents, step children, brother, or sister five (5) days of bereavement will be allowed.

Where an employee cannot attend the funeral of a member of the immediate family, he shall, on his request be granted one (1) day compassionate leave with pay at the applicable rate outlined above, with the exception of a parent, brother or sister where the compassionate leave will be extended to three (3) days.

34:03 In the case that an employee is off work because of a leave of absence, vacation or paid holidays he shall be entitled to all benefits under Article 34:01.

ARTICLE 35 - JURY DUTY

- 35:01 Each employee who is summoned to and reports for Jury Duty, or as a subpoena witness, (one witness per case), as prescribed by applicable law, shall be paid by the Company the difference between the employee's regular straight time hourly wage rate for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses.)
- 35:02 In order to receive payment under this section, an employee must meet the following eligibility requirements:-
- a) The employee shall have attained seniority as of the date of commencement of the Jury Duty.
 - b) The employee shall notify the Company that he has been summoned for Jury Duty immediately upon receipt of such notice.
 - c) The employee shall furnish evidence to the Company that he reported for or performed Jury Duty on the days for which he claims payment.
- 35:03 The Company's obligation to pay an employee for performance of Jury Duty under this section is shall have no limit.

ARTICLE 36 - PAID EDUCATION LEAVE

- 36:01 The Company agrees to pay into a special fund one and one quarter (\$0.0125) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employees skills in all aspects of trade union functions. Such moneys to be paid on a quarterly basis into a trust-fund established by the National Union, C.A.W. and sent by the Company to the Canadian Region Headquarters at 205 Placer Court, Willowdale, Ontario, M2H 3H9.

36:02 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 37 - TOOL ALLOWANCE

37:01 The Company agrees to reimburse all employees, who may wish to purchase tools according to the approved list available and that may be required to perform the work in this classification. A total of one hundred forty dollars (\$140.00) for every one thousand (1000) hours of work performed within the designated area (maximum two hundred and eighty dollars (\$280.00) annually.)

37:02 The designated areas as outlined above are die repair, prototype, lift truck repair and machine & tool repair & maintenance.

37:03 All tools will be purchased through the Company.

37:04 Tool allowance will be paid only to those persons holding the classification in the designated areas through a job posting, or bumping rights.

37:05 In the event an employee breaks a tool on the job, the Company agrees to replace such tool, of the same brand if available, at no cost to the employee.

37:06 The Company agrees to replace any lock that had to be removed by Management personnel.

Any new tool with significant value should not be purchased until a determination of who will pay for such tool is made.

ARTICLE 35 - SEVERANCE PAY

38:01 If the Company closes operations or causes permanent job loss, those employees with more than five (5) years seniority will be paid according to the following schedule:

In the event the Employment Standard Act Provides for an amount greater than provided in 38:01. then such amount will take precedence.

| Years of Service | Permanent Job Loss | Full Closure |
|-------------------------|---------------------------|---------------------|
| 5 | \$6,500.00 | \$8,500.00 |
| 6 | \$7,800.00 | \$10,200.00 |
| 7 | \$9,100.00 | \$11,900.00 |
| 8 | \$10,400.00 | \$13,600.00 |
| 9 | \$11,700.00 | \$15,300.00 |
| 10 | \$13,000.00 | \$17,000.00 |
| 11 | \$14,300.00 | \$18,700.00 |
| 12 | \$15,600.00 | \$20,400.00 |
| 13 | \$16,900.00 | \$22,100.00 |
| 14 | \$18,200.00 | \$23,800.00 |
| 15 | \$19,500.00 | \$25,500.00 |
| 16 | \$20,800.00 | \$27,200.00 |
| 17 | \$22,100.00 | \$28,900.00 |
| 18 | \$23,400.00 | \$30,600.00 |
| 19 | \$24,700.00 | \$32,300.00 |
| 20 | \$26,000.00 | \$34,000.00 |
| 21 | \$27,300.00 | \$35,700.00 |
| 22 | \$28,600.00 | \$37,400.00 |
| 23 | \$29,900.00 | \$39,100.00 |
| 24 | \$31,200.00 | \$40,800.00 |
| 25 | \$32,500.00 | \$42,500.00 |
| 26 | \$33,800.00 | \$44,200.00 |
| 27 | \$35,100.00 | \$45,900.00 |
| 28 | \$36,400.00 | \$47,600.00 |
| 29 | \$37,700.00 | \$49,300.00 |
| 30 | \$39,000.00 | \$51,000.00 |
| 31 | \$40,300.00 | \$52,700.00 |
| 32 | \$41,600.00 | \$54,400.00 |
| 33 | \$42,900.00 | \$56,100.00 |
| 34 | \$44,200.00 | \$57,800.00 |
| 35 | \$45,500.00 | \$59,500.00 |
| 36 | \$46,800.00 | \$61,200.00 |
| 37 | \$48,100.00 | \$62,900.00 |
| 38 | \$49,400.00 | \$64,600.00 |
| 39 | \$50,700.00 | \$66,300.00 |
| 40+ | \$52,000.00 | \$68,000.00 |

Severance pay benefits will be inclusive of legislated severance pay. Acceptance of severance pay benefits will sever the employee's seniority.

"Permanent Job Loss" means the permanent elimination of jobs because of the introduction of new technology that eliminated at one given time, on one part number, jobs that employ eight (8) or more persons. This does not apply to new technology employed to produce new or replacement products.

In the case of "Permanent Job Loss" sufficient persons with 25 years of seniority or more will be offered retirement without actuarial reduction, to equal the number of jobs lost. Any individual who takes this retirement option will lose all rights to severance.

In the case of full closure employees with 25 years of seniority or more will be offered retirement without actuarial reduction. Any individual who takes this retirement option will lose all rights to severance as stated above. Any employee who has 30 years seniority and is 50 years of age will only be entitled to severance pay as provided under provincial legislation.

ARTICLE 39 - GROUP INSURANCE - HEALTH/WELFARE INSURANCE - LIFE, A.D. AND D. & WEEKLY INDEMNITY

39:01 The Employer shall provide the following plans for all active employees who have attained seniority and their eligible dependents.

HEALTH AND WELFARE

- 1) The Ontario Hospital Insurance Plan
- 2) The prescription service incorporate, Green Shield comprehensive prescription plan 3 (\$1.00 co-pay) retiree co-pay \$0.35. (Product Selection unless no substitution specified by Doctor)
- 3) The Green Shield dent-a-care plan (plus 4) - \$1,700.00 lifetime maximum for orthodontic coverage (50% of eligible expenses), \$950.00 lifetime maximum for crown and

bridge coverage (50% of eligible expenses),
pit and fischer sealant, 9 month recall and
X-rays,

- 4) The Green Shield vision care plan (\$185.00 plan)
- 5) The Green Shield semi-private coverage
- 6) The Green Shield extended health plan (Autoplan P7), including coverage for registered massage therapist \$15.00 per visit, \$300.00 maximum per year, upon referral from physician
- 7) The Green Shield audio plan H-I
- 8) Green Shield Out of Province Coverage Plan QJ
- 9) Lab testing

All retirees and their eligible dependents shall be covered by the above plans, if required.

Eligible dependents for the purpose of this clause shall be the spouse and any children under the age of twenty one (21) unless such children are dependent because of disabilities or are a full time student enrolled at an accredited educational institution.

LIFE INSURANCE

| | |
|------------|----------|
| 1998 | \$38,000 |
| 1999 | \$39,000 |
| 2000 | \$40,000 |

Eligible dependents will be covered by a \$2,500 life insurance policy.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

| | |
|--|---------------------|
| Loss of Life | full benefit |
| Loss of both: hand, feet or loss of sight of both eyes | full benefit |
| Loss of one: hand, foot, or sight of an eye | one-half of benefit |

The amount of this coverage will be that of the life insurance coverage listed above.

This coverage will be limited to non-industrial occurrences only.

Employees receiving disability pension will receive the above life insurance coverage until age 65.

WEEKLY INDEMNITY INSURANCE

Amount Payable in 1998 shall be five hundred (\$500.00) per week.

In 1999, the benefit shall be five hundred and ten (\$510.00) per week.

In 2000, the benefit shall be five hundred and twenty (\$520.00) per week.

Personal income tax will be deducted at a 20% rate.

Coverage will be as follows:

Accidents Payable 1 st day
Admission to Hospital Payable 1st day
Cut Patient Procedure at Hospital, not including
cosmetic surgery Payable 1st day
Sickness Payable 4th day
Duration 52 weeks

For those employees who continue to be disabled after the expiration of their weekly indemnity benefits shall be provided at the rate of one half the normal rate as listed above per week.

The parties agree that where benefits are paid due to a motor vehicle accident and a claim is made against a third party, all benefits received under this Collective Agreement will be returned to the Company upon receipt of the insurance money covering full wages or if full wages are not received, sick & accident benefits will pick up the difference. Where moneys paid by the Weekly Indemnity plan for injuries related to a motor vehicle accident are paid back in full to the insurer by a third party, the employee will be considered to be on medical leave of absence and will receive pension credits for the period of his absence up to a period of one year.

In the event of a non payment of a weekly indemnity claim, the company agrees to pay the weekly indemnity benefit as listed above in the event of a disputed claim, three (3) calendar weeks after the receipt of the claim form, if requested by the employee.

In the event of non payment of a Workers' Compensation claim, the Company agrees to pay the weekly indemnity benefit as listed above in the event of a disputed claim, three (3) calendar weeks after the accident date, if requested by the employee.

When an employee has a Workers' Compensation claim pending and then collects weekly indemnity payment, no income tax will be deducted from his benefit cheque.

The Company shall have the right, and an employee claiming payment for disability, shall afford an opportunity for examination of the employee by a physician appointed by it when an employee has been off work longer than would normally be expected for his or her particular condition.

If a dispute shall arise pertaining to Weekly Indemnity payments, and such dispute does not involve a difference of opinion between two legally qualified physicians, the dispute shall be handled in the following manner:

- (1) the employee, the Union and the Company shall review the matter;
- (2) if agreement is not reached at such meeting, the Union may present a grievance as described in Article 18 (Grievance Procedure) of the Collective Agreement and such grievance shall be discussed within 5 working days from the date the grievance was submitted to the Company unless it is mutually agreed to extend the period.
- (3) If the matter is not resolved through the grievance procedure, the arbitration provisions of the Collective Agreement may be invoked.

If a dispute shall arise involving a difference of opinion between two legally qualified physicians, the

dispute shall be handled in the following manner:

- (1) the employee shall continue on disability claim during the period of dispute. The Company shall have the right to recover the moneys by payroll deduction as per government garnishee guidelines, if it is subsequently determined that the employee was not entitled to such benefits.
- (2) the Union and the Company shall review the matter and determine the type of third party medical opinion (i.e., General Practitioner or Specialist) required;
- (3) the Union and the Company shall agree on the legally qualified physician who will render the binding third party opinion after examination of the employee. Agreement on the third party shall be reached in a reasonable and expeditious manner.

EMPLOYEE ASSISTANCE PROGRAM

All active employees shall be covered by an Employee Assistance Program to provide confidential counselling through an 800 number for personal and family problems.

- 39:02 In the event of lay-off all insurance coverage shall be maintained for the following periods, with the exception of weekly indemnity insurances:-

Up to 2 years of seniority - 1 month following the month employment interrupted.

2 years but less than 5 years of seniority - 3 months following the month employment interrupted.

5 years but less than 10 years of seniority - 7 months following the month employment interrupted.

10 years of seniority and over- 9 months following the month employment interrupted.

- 39:03 Employees returning from layoff who have been removed from the active benefit listing shall be reinstated to all benefits on the first of the month prior to their return to active employment, as stated in this article.

Employees who are on Weekly Indemnity benefits

and were in a layoff position, but because of their seniority are placed in a recall position, shall have all benefits reinstated on the first of the month prior to their return to active employment, as stated in this article.

39:04 If an employee is receiving Workers' Compensation, he and his eligible dependents will be covered for all benefits listed in section 39:01.

If an employee is receiving Weekly Indemnities he and his eligible dependents will be covered for all benefits listed in section 39:01 for a period not to exceed two (2) years.

If an employee is on Weekly Indemnity benefits, life insurance coverage shall continue regardless of his seniority status.

ARTICLE 40 - PENSION PLAN

40:01 Any employee who has attained 25 years of service and has reached age 60 may retire with an unreduced pension.

Any employee who has attained 30 years of service and has reached age 50 may retire with an unreduced pension. All employees wishing to retire under this provision but who have not reached the age of 55 may do so at any time of the year, but they must advise the Company in writing of their decision to retire in any given year between January 1 and February 15 of that year. If no request to retire is made during this period, the employee may not make a request to retire until the next period of January 1 to February 15 in the following year.

Effective January 1, 1998 a non-contributory pension plan for all eligible employees shall be thirty dollars (\$30.00) per month per year of past and future service.

Effective January 1, 1999 a non-contributory pension plan for all eligible employees shall be thirty one dollars (\$31.00) per month per year of past and future service.

Effective January 1, 2000 a non-contributory pension plan for all eligible employees shall be thirty two dollars (\$32.00) per month per year of past and future service.

Effective January 1, 1998 supplementary of twenty one dollars (\$21.00) a month per year of service will be paid to all employees till they reach age sixty (60) and who have opted to retire before age sixty (60).

Effective January 1, 1999 supplementary of twenty two dollars (\$22.00) a month per year of service will be paid to all employees till they reach age sixty (60) and who have opted to retire before age sixty (60).

Effective January 1, 2000 supplementary of twenty three dollars (\$23.00) a month per year of service will be paid to all employees till they reach age sixty (60) and who have opted to retire before age sixty (60).

Effective January 1, 1998 a special supplement of fifteen dollars (\$15.00) a month per year of service will be paid to all employees till they reach age sixty-five (65) and who have opted to retire before age sixty five.

Effective January 1, 1999 a special supplement of sixteen dollars (\$16.00) a month per year of service will be paid to all employees till they reach age sixty-five (65).

Effective January 1, 2000 a special supplement of seventeen dollars (\$17.00) a month per year of service will be paid to all employees till they reach age sixty-five (65) and who have opted to retire before age sixty five (65).

The monthly payments made from the pension plan to people drawing regular pensions shall be increased each January 1st by 65% of the above listed yearly increase for each of these types of payments, provided that the person is otherwise eligible to receive the benefit. Such payments are subject to the limitations of the Income Tax Act. Retirees who, because of these limitations, do not receive the maximum pension contribution in any

one year, will have their pensions recalculated again in the following year, and any amounts not applied in the previous year will be included in their pension increase for that year, subject to the limitations of the Income Tax Act. Such amounts exceeding the Income Tax Act which are added into the adjustment for the next year can not be applied retroactively for previous years.

The monthly payments made from the pension plan to people drawing disability pensions shall be increased each January 1st by 50% of the increase in the Consumer Price Index, subject to a maximum increase in any one year of 3%.

40:02 Transitional Benefits

If a vested employee dies while in the employ of the Company, his spouse shall receive 65% of the employee's accrued pension benefit at the time of the death when said employee would have reached the age of his earliest retirement.

In the event of a death of an active employee with ten (10) or more years of seniority, the spouse and/or eligible dependents as stated in Article 39:O1 will be covered by all benefits as stated in Article 39:O1 (1,2,3,4,5,6,7,8 & 9) until the spouse remarries or no longer requires the coverage.

40:03 All retirees shall be covered by an eight thousand five hundred (\$8500.00) life insurance policy.

40:04 Death benefit of eight thousand five hundred (\$8500.00) for all employees having vested pension rights under this plan.

40:05 All employees who opt to retire early shall be covered by the life insurance as stated in this agreement until they reach the age of sixty-five (65) as stated in Article 39.

ARTICLE 41 - NEW TECHNOLOGY

41:01 The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required and will be discussed with the Union 90 days in advance of such changes.

In the case of new technology, the Company will, if the need arises, train employees to operate or maintain this equipment so as not to displace employees out of seniority.

41:02 To study the problems arising from technological change, a joint committee comprised of the negotiating committee and management shall be formed to discuss any information relevant to the proposed technological change including any new or increased health hazards associated with the new technology.

41:03 In the event that the Company and Union cannot reach an agreement on any new technological change, either party may refer to Article 18:00 as set out in this Collective Agreement.

ARTICLE 42 - WORKERS HEALTH & FITNESS PROGRAMS

42:01 In the interest of encouraging employee fitness and access area for retired workers' programs, the Company agrees to contribute on behalf of each bargaining unit employee an amount of \$1.00 per month to the Emil Mazey Hall - Workers' Fitness, and Retired Members Centre.

42:02 The contribution shall be limited to the amount of \$1.00 per month times the number of employees who have performed work or received compensation in the form of vacation pay for that particular month.

42:03 The contribution shall be sent to Local 195 C.A.W. in the name of Local 195, C.A.W., Fitness Fund.

In the event that this fitness fund is discontinued, these moneys will be paid to the Fabco Unit Plant Fund. Should a fitness fund be re-established for



members of Local 195, these moneys will be re-directed to that fund.

ARTICLE 43 - JOB SECURITY

43:01 The Company agrees that when customers change their vehicles resulting in new parts replacing current parts that the new parts will be produced in the Windsor facility.

In the event that there is no replacement business the Company will make every effort to obtain a similar amount of new business to replace the lost business.

43:02 In the event there is a reduction in the Windsor workforce resulting in a layoff of an individual, with at least one (1) year of seniority, for a layoff period exceeding six (6) months the Company agrees that such person affected by such a layoff will have the opportunity to be hired at the first opening at any other Fabco owned operation and be subject to such training as may be required to work at the other facility.

43:03 A joint Company/Union sourcing committee will meet quarterly to monitor compliance with this agreement.

Disputes may be submitted by either party to an independent arbitrator.

ARTICLE 44 - LEGAL SERVICE PLAN

44:01 The current legal service plan jointly administered as part of the C.A.W. legal service plan will be funded at the rate of seven (7) cents per straight time hours worked.

ARTICLE 45 - DURATION OF AGREEMENT

45:01 This agreement shall be effective from the first day of _____ January, 1998 to and including the 31st day December 2000. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 90 days

before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of December 31, 2000 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.

45:02 The Company will maintain all pension language and severance language, in the event there is not an agreement in place by December 31, 2000 for all time beyond December 31, 2000 there is not an agreement in place and in the event the Company ceases operations at Fabco Windsor Division Road.

CLASSIFICATIONS AND WAGE RATES

PLANT NO. 1

| Classifications | O/T CODE | Effective | Effective | Effective |
|--|----------|-------------|-------------|-------------|
| | | Jan. 1 1998 | Jan. 1 1999 | Jan. 1 2000 |
| Instructor-Machine & Tool Repair Area | 1 | \$23.60 | \$23.84 | \$24.08 |
| Instructor-Die Repair & Set-Up | 1 | \$23.46 | \$23.41 | \$23.64 |
| Die Repair & Set-Up "A" | 1 | \$23.18 | \$23.41 | \$23.64 |
| Die Repair & Set-Up Trainee "A" (2nd year) | 1 | \$23.08 | \$23.31 | \$23.54 |
| Die Repair & Set-Up Trainee "A" (1st year) | 1 | \$22.81 | \$23.04 | \$23.27 |
| Die Repair & Set-Up Trainee "B" | 2 | \$22.44 | \$22.66 | \$22.89 |
| Die Repair & Set-Up Trainee "C" | 2 | \$22.00 | \$22.22 | \$22.44 |
| Instructor-Die Setter | 3 | \$23.13 | \$23.36 | \$23.59 |
| Die Set-Up & Repair "A" | 3 | \$23.02 | \$23.25 | \$23.48 |
| Die Set-Up & Repair "B" | 4 | \$22.81 | \$23.04 | \$23.27 |
| Die Set-Up & Repair "C" | 4 | \$22.44 | \$22.66 | \$22.89 |
| Instructor-Shipping Department | 6 | \$22.81 | \$23.04 | \$23.27 |
| Shipping & Stamping Inspector | 5 | \$22.81 | \$23.04 | \$23.27 |
| Stamping & Receiving Inspector "A" | 5 | \$22.81 | \$23.04 | \$23.27 |
| Stamping & Receiving Inspector "B" | 5 | \$22.44 | \$22.66 | \$22.89 |
| Set-Up Welder | 12 | \$22.99 | \$23.22 | \$23.45 |
| Set-Up Processor | 13 | \$22.44 | \$22.66 | \$22.89 |
| Crane Operator & Lift Truck Driver | 7 | \$22.81 | \$23.04 | \$23.27 |
| Lift Truck Driver & Shipping Clerk | 6 | \$22.62 | \$22.85 | \$23.08 |
| Lift Truck Driver | 8 | \$22.62 | \$22.85 | \$23.08 |
| Courier | 9 | \$22.44 | \$22.66 | \$22.89 |
| Press Operator & Set-Up | 11 | \$22.26 | \$22.48 | \$22.70 |
| Press Operator | 11 | \$22.12 | \$22.34 | \$22.56 |
| Janitor & General Helper | 14 | \$22.12 | \$22.34 | \$22.56 |
| Production Welder | 10 | \$22.81 | \$23.04 | \$23.27 |

An Instructor is a member of the bargaining unit who, along with his regular duties, guides and co-ordinates the activities of others.

Any employee who has held the classification of Die Set-Up & Repair "C" for a period of one year will be automatically promoted to the classification of Die Set-Up & Repair "B".

Any employee who has held the classification of Die Set-Up & Repair "B" for a period of one year will be automatically promoted to the classification of Die Set-Up & Repair "A".

Wage Rates - New Employees

New employee rate will be 85% of the negotiated classification wage.

After 26 working weeks, a new employee will receive 90% of the negotiated classification wage.

After 39 working weeks, a new employee will receive 100% of the negotiated classification wage.

**CLASSIFICATIONS AND WAGE RATES
PLANT NO. 2**

| Classifications | O/T CODE | Effective | Effective | Effective |
|--|----------|-------------|-------------|-------------|
| | | Jan. 1 1998 | Jan. 1 1999 | Jan. 1 2000 |
| Instructor - Welder Fixture & Prototype Layout | 1 | \$23.91 | \$24.15 | \$24.39 |
| Instructor - Industrial Truck Repair & Plant Mechanic | 3 | \$23.97 | \$24.15 | \$24.39 |
| Industrial Truck Repair & Plant Mechanic "A" | 3 | \$23.46 | \$23.69 | \$23.93 |
| Industrial Truck Repair & Plant Mechanic "B" | 3 | \$22.81 | \$23.04 | \$23.27 |
| Welder-Fixture & Prototype Layout | 1 | \$23.08 | \$23.31 | \$23.54 |
| Welder-Fixture & Prototype Layout Trainee "A" | 2 | \$22.81 | \$23.04 | \$23.27 |
| Welder-Fixture & Prototype Layout Trainee "B" | 2 | \$22.44 | \$22.66 | \$22.89 |
| Instructor-Paint Line | 7 | \$23.06 | \$23.29 | \$23.52 |
| Machine & Tool Repair & Maintenance | 4 | \$23.02 | \$23.25 | \$23.48 |
| Die Set-Up & Repair "A" | 5 | \$23.02 | \$23.25 | \$23.48 |
| Die Set-Up & Repair "B" | 6 | \$22.81 | \$23.04 | \$23.27 |
| Die Set-Up & Repair "C" | 6 | \$22.44 | \$22.66 | \$22.89 |
| Fabrication Assembly & Paint Department Instructor "A" | 10 | \$22.81 | \$23.04 | \$23.27 |
| Fabrication Assembly & Paint Department Instructor "B" | 10 | \$22.44 | \$22.66 | \$22.89 |
| Production Welder | 12 | \$22.81 | \$23.04 | \$23.27 |
| Crane Operator & Lift Truck Driver | 9 | \$22.81 | \$23.04 | \$23.27 |
| Shipping Department & Lift Truck Driver | 14 | \$22.62 | \$22.85 | \$23.08 |
| Set-Up Welder | 12 | \$22.99 | \$23.22 | \$23.45 |
| Set-Up Processor | 13 | \$22.44 | \$22.66 | \$22.89 |
| Spray Painter | 8 | \$22.62 | \$22.85 | \$23.08 |
| Lift Truck Driver | 11 | \$22.62 | \$22.85 | \$23.08 |
| Press Operator & Set-Up | 13 | \$22.26 | \$22.48 | \$22.70 |
| Press Operator | 13 | \$22.12 | \$22.34 | \$22.56 |
| General Helper | 13 | \$22.12 | \$22.34 | \$22.56 |
| Janitor & General Helper | 17 | \$22.12 | \$22.34 | \$22.56 |

An instructor is a member of the bargaining unit who, along with his regular duties, guides and co-ordinates the activities of others.

Any employee who had held the classification of Die Set-Up & Repair "C" for a period of one year will be automatically promoted to the classification of Die Set-Up & Repair "B".

Any employee who had held the classification of Die Set-Up & Repair "B" for a period of one year will be automatically promoted to the classification of Die Set-Up & Repair "A".

Wage Rates - New Employees

New employee rate will be 85% of the negotiated classification wage.

After 26 working weeks, a new employee will receive 90% of the negotiated classification wage.

After 39 working weeks, a new employee will receive 100% of the negotiated classification wage.

**CLASSIFICATIONS AND WAGE RATES
HEAVY VEHICLE PRODUCTS**

| Classifications | O/T CODE | Effective | Effective | Effective |
|-----------------------|----------|-------------|-------------|-------------|
| | | Jan. 1 1998 | Jan. 1 1999 | Jan. 1 2000 |
| Instructor-Paint Line | 1 | \$23.06 | \$23.29 | \$23.52 |
| Heavy Vehicle Welder | 2 | \$22.81 | \$23.04 | \$23.27 |
| Spray Painter | 3 | \$22.62 | \$22.85 | \$23.08 |
| Press Work Technician | 4 | \$23.02 | \$23.25 | \$23.48 |
| Set Up Welder | 2 | \$22.99 | \$23.22 | \$23.45 |

Press Work Technician Wage Rates

| | | | |
|----------------------------------|---------|---------|---------|
| Job posting entry level | \$22.51 | \$22.74 | \$22.97 |
| After two-thousand (2000) hours | \$22.84 | \$23.07 | \$23.30 |
| After four-thousand (4000) hours | \$23.02 | \$23.25 | \$23.48 |

Wage Rate - New Employees

New employees' rate will be 85% of the negotiated classification wage.

After 26 working weeks, a new employee will receive 90% of the negotiated classification wage.

After 39 working weeks, a new employee will receive 100% of the negotiated classification wage.

Work By Supervisors

January 1, 1980

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario.

Dear Jim:

Work by Supervisors has been one of the most contentious industrial relations issues between Fabco and its bargaining unit employees. This is unfortunate in light of the fact that it is not the intention of Fabco to have Supervisors doing the work of hourly employees.

In those rare situations where it is necessary for a Supervisor to perform work normally performed by a member of the bargaining unit, including experimental work, the Supervisor shall have an hourly employee of an appropriate classification standing by. This employee must not be performing other work near by or acting as a runner or helper while the Supervisor does the work. He must be standing beside the Supervisor at all times while the Supervisor is working.

Sincerely,

DOUG R. HEWITT
Personnel Director

Plant to Plant Transfers

January 1, 1980

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

The Company agrees upon ratification of this collective agreement to post a notice stating that "if any Press Operator wishing to transfer from Plant No. 1 to Plant No. 2 or vice versa, shall notify the Personnel Office in writing of their desire". The transfer will take effect as requirements dictate and when the Company can feasibly facilitate the request of the movement.

This list will be permanent in nature and anyone wishing to transfer at any time in the future shall notify the Personnel Department, in writing, and their name shall be added to the list.

Sincerely,

DOUG HEWITT
Personnel Director

Preventative Maintenance Posting

January 1, 1980

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1566 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

During recent negotiations the classifications regarding the preventative maintenance person was discussed.

The Company, upon ratification of this agreement, will post for a Die Set-Up & Repair "A" indicating that the posting is for the position of preventative maintenance.

The decision whether one (1) person can cover both plants presently or whether two (2) will be required now or later will be made at that time and the Plant Chairman will be advised.

Sincerely,

DOUG R. HEWITT
Personnel Director

Lift Truck Drivers

January 1, 1980

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

As was agreed to at the negotiating table, the Company will continue to employ a Lift Truck Driver when five (5) or more work centres are in operation in either Plant No. 1 or Plant No. 2.

Sincerely,

DOUG R. HEWITT
Personnel Director

Lift Truck Drivers - Vacancies

January 1, 1980

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

As discussed during our recent negotiations, the Company agrees to post vacancies in the Lift Truck Driver classification indicating the area for which the vacancy applies.

Any employee presently holding the Lift Truck Driver classification may apply for the new posting.

In the case when there are classified drivers on lay-off from their classification and an opening is available in one of the designated areas, the Company will post a notice to all drivers presently holding the classification.

Any of the above wishing to transfer to the available openings may apply in writing requesting the transfer. The void, if any, created by this transfer will be filled by the senior employee on lay-off from this classification.

It is agreed, that the Company may use an employee with back-up Lift Truck Driver status for a period of up to five (5) working days during the period of identification and subsequent transfer of the employees concerned.

The general area of responsibility in the classification will be:

Stamping Area - Plant No. 1
Stamping Area - Plant No. 2
Welding Area - Plant No. 2
Paint Line - Plant No. 2

Sincerely,

DOUG R. HEWITT
Personnel Director

Utility Welder

January 1, 1980

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

As discussed during recent negotiations, the Company agrees to post the future requirements for the position of "Utility Welder".

Such posting will be for the classification of "Welder A" with the destination of position of Utility Welder.

Sincerely,

DOUG HEWITT
Personnel Director

Production Rates

January 25, 1980

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

During negotiations held on January 23, 1960 considerable time was spent discussing the rates of production that are published for use of our production people.

It was suggested that the employees on the floor do not understand the codes that are printed on the production cards and they are not aware of what is expected of them in some areas.

As a result of the discussion the Company will distribute to each employee a notice explaining what codes imply and exactly what is expected of each employee.

Further to this, if a studied rate is to be restudied, our Engineering Department will give notice to Supervision and to the Plant Chairman the reason or reasons why the study is to be taken. This information, of course, would be passed on to the employee or employees who are to be studied.

Sincerely,

DOUG HEWITT
Personnel Director

Steady Shift for Schooling

July 23, 1962

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1566 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

During the recent negotiations considerable time was spent discussing the availability of steady shift work for those employees wishing to attend school to upgrade their education.

The Company can agree that where an employee can arrange to have another employee in the same classification, who is working on the opposite shift to remain on that shift for the duration of the schooling period, that such employee would be allowed to continue to work the steady shift.

This situation would be conditional on the Company having the right to limit the number of employees being allowed to continue their education in this manner.

Sincerely,

DOUG HEWITT
Personnel Director

Spray Painter - Breaks

July 23, 1982

Mr. Jim Kennedy
International Representative,
International Union, U.A.W.,
1566 Ouellette Avenue,
Windsor, Ontario

Dear Jim:

This will confirm our discussions in recent negotiations that employees working the Spray Painter classification will be allowed forty (40) minutes of break time during the working day, which included the twenty (20) minutes of break time as allocated in the collective agreement.

Sincerely,

DOUG HEWITT
Personnel Director

Training Programs - Die Repair and Set Up and Welder Prototype

June 6, 1997

Mr. Paul Dubruel
Plant Chairperson
Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Dear Paul:

As was discussed in our recent negotiations, the die repair & set up and the welder prototype training programs shall be as follows:

During the period an employee holds the above classification, he will be evaluated as follows:

500 Hours - The Supervisor along with a Union Representative and the employee will meet and discuss and evaluate his progress in the job.

In the event such employee is questionable in performing the job, he will be given the opportunity to either return to his former plant and classification held prior to his die repair & set-up trainee "C" welder-prototype trainee "B" classification according to seniority or try to perform his duties as a trainee for another 500 hours.

1,000 Hours - The Supervisor along with a Union Representative and the employee will meet and give an updated evaluation on the employee's progress.

At this meeting the Supervisor will give his opinion if he feels the employee is capable of proceeding with the program.

If the employee agrees with the Supervisor's opinion (that the employee being questionable of proceeding with the trainee program) he will then have the opportunity to return to his former plant and job classification held prior to his die repair & set-up trainee "C" and welder-prototype-trainee "B" classification according to seniority.

Over 1,000 Hours - Once the trainee goes over 1,000 hours, he then gives his right up to go back to his former classification.

It is understood that employees entering these classifications will be required to complete courses at the Community College. The Company will pay tuition, books, and the cost of a parking pass for the semester for these employees, and these employees will be paid straight time for all hours spent in the classroom if class times are outside of their scheduled working hours. If class time is during their working hours, they shall be allowed to leave work to attend with no loss of pay. If an employee pays any of the above mentioned fees directly, a receipt must be presented for reimbursement.

Sincerely,

Ken Myles
Personnel Director

Layoff and Recall

June 26, 1985

Mr. Gerry Bastien
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Gerry:

As was discussed at our recent negotiations, layoffs and recalls will be handled in this case as follows:

1. Persons are demoted because of a layoff - (e.g.. Set-Up to Press Operator or Welder to L.T.D.)
2. After a layoff, a recall ensues. The demoted employees may choose to remain where they are and the positions would then be filled by other employees who had previously held the classifications. If the position is declined by all the eligible employees, the junior classified employee will be assigned to the position.
3. If a person is laid off from his classification because his position is being filled through bumping and the bumping person decides to remain on that job after a recall in his former classification takes place, then the person remains on his present job until another opening occurs.

Sincerely,

DOUG HEWITT
Personnel Director

Courier and General Helper

June 26, 1985

Mr. Gerry Bastien
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Gerry:

As was discussed at our recent negotiation, the courier classification and general helper classification will be performed by hourly rated personnel as it relates to normal plant operation.

Sincerely,

DOUG HEWIIT
Personnel Director

Second Stage Grievances

June 26.1985

Mr. Gerry Bastien
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Gerry:

As was discussed at our recent negotiation, all second stage grievances will be held in the back room of the supervisor office in Plant #2.

Sincerely,

DOUG HEWITT
Personnel Director

Inspectors on Overtime

June 26, 1985

Mr. Gerry Bastien
International Representative,
International Union, U.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario

Dear Gerry:

As was discussed at our recent negotiations, when twenty (20) work centres are operating in the plant on an overtime day, a full time inspector will be employed.

Sincerely,

DOUG HEWITT
Personnel Director

Education Reimbursement

June 26.1985

Mr. Gerry Bastien
National Representative, C.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario.

Dear Gerry:

During our recent negotiations, the subject of the education of employees came to light. The concern centred around the new innovations and technologies entering the workplace.

Because of this concern, the Company will reimburse an employee the cost of his tuition and required texts on successful completion of an approved course taken at a recognized educational institution.

Approved courses or technical skill levels related to present or future needs of the employee and the employer.

Sincerely,

DOUG HEWITT
Personnel Director

Job Security

January 1, 1988

Local 195
Fabco Unit
Windsor, Ontario

Mr. Paul Dubruel
Plant Chairperson

Dear Paul:

Job security was a main factor in this set of negotiations. The Union has stated that it is not their intention to prevent the Company from expanding their operations, but it is the intent of the Union to secure jobs at its Windsor, Division Road facilities.

As you are aware we have agreed upon a job security clause in our new collective agreement. To reinforce this agreement the Company would like to state that it is our intention to keep the Windsor, Division Road facility operational.

During negotiations the pension credits of a relocated person was discussed. the Company agrees that any pension credits acquired at a Fabco facility outside of the Windsor, Division Road operation will be transferred to that person's Windsor, Division Road account upon return to work after recall.

Sincerely,

DOUG HEWITT
Personnel Director

Supervision Working

May 26, 1988

Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Mr. Paul Dubruel
Plant Chairperson

Dear Paul:

We have discussed in length in this set of negotiations the problem of foremen doing limited bargaining unit work in the non-production areas.

The Company reconfirms that it is not its intention to have salaried supervision "working" in these areas.

The Company will meet with supervision after the conclusion of negotiations to again reinforce its position with regard to bargaining unit work being done by salaried supervision.

Sincerely,

DOUG HEWITT
Personnel Director

Excessive Heat

May 26, 1988

Mr. Gerry Bastien
National Representative, C.A.W.,
1568 Ouellette Avenue,
Windsor, Ontario.

Dear Gerry:

The Company has and will continue to allow employees to leave the plant who have become ill because of excessive heat in the plant.

An employee must report, on an individual basis, to his or her Supervisor stating reason he wishes to leave the plant. However, if an employee continues to have the same problems, the Company may request written medical evidence to support his or her claims of illness.

An employee who has been asked for proof of illness and does not provide such medical evidence, will be charged with a work disruption on his attendance record.

Any employee who leaves the plant under the above conditions shall have his time card marked appropriately. This information will be reflected on the employee's absentee record.

Sincerely,

DOUG HEWITT
Personnel Director

Quitting Early

May 30, 1988

Mr. Paul Dubruel
Plant Chairperson
Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Dear Paul:

During our recent contract negotiations the "quitting early" issue was discussed.

As we all are aware the practice of quitting early was mistreated badly in 1986 and 1987.

These abuses were the cause of unacceptably high levels of tool and machine damage, excessive job-churning and resultant job-picking arguments, count cheating, unacceptable level of accidents from working too fast and in some cases complete lack of or little attention to QUALITY.

The Company is reviewing any degree of improvement that may have resulted and until we have a reasonable length of time to collect the necessary statistics we are unable to change the current practice of allowing people to quit one-half hour early. This is still a better practice than compared to working "bell to bell" which is common at most other Windsor plants.

I reconfirm my earlier promise to you that we will reassess this situation sometime prior to the end of 1988 once we have an acceptable amount of experience from which we can make a fair decision.

Sincerely,

TOM SKINNER
Executive Vice President and Chief Operating Officer

New HVP Facility

June 3, 1988

Mr. Paul Dubruiel
Plant Chairperson
Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Dear Paul:

If the Company decides to relocate its H.V.P. Division, it agrees to relocate in the Windsor area. The Company also agrees to recognize the Windsor Unit of C.A.W. Local 195 as the bargaining representative for the new facility.

If the Company establishes a new Windsor H.V.P. plant prior to December 31, 2000 the current contract will apply with the following modifications.

H.V.P. NEW FACILITY - JOB CLASSIFICATIONS

The work force will have seven classifications.

1. Press-work Technician
(22.51 entry, 22.84 after 2000 hours, 23.02 after 4000 hours)

-perform all duties on presses including set-up, production, preventative maintenance and minor repairs.

-all die and material movement, when required, will be done by the high seniority person in this classification. (any applicant who now holds the classification of Die Set-up and Repair A or B and wishes to work for H.V.P. will be placed in the proper wage level.)

2. Welding Technician (22.81)

-duties include production welding, set-up and maintenance.

3. Paint-line Technician (22.62)

-these persons will do the same job as they do today.

-the current Instructor Paint-line will be red-circled into this classification.

4. Prototype/Maintenance Technician (23.08)
-this person will do the same job as is done today.
5. Lift-truck Driver (22.62)
6. Janitor&General Helper (22.12)
7. Set Up Welder (22.99)

TEMPORARY PERSONNEL TRANSFERS/MOVEMENT

In the case of temporary lay-offs, resulting from a work stoppage at customer's plant(s), there will be a phased schedule of personnel transfers from the Automotive Division to H.V.P. or vice-versa.

The personnel transfer from division to division would be structured so that all laid off people would be transferred within 7 work days.

This clause will not apply in the case of lay-offs resulting from normal economic slow downs.

UNION REPRESENTATION:

As required not to exceed four (4) hours per day.

SAFETY REPRESENTATIVE:

Not to exceed four (4) hours per week.

Sincerely,

DOUG HEWITT
Personnel Director

Return from Disability Pension

July 1, 1988

Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Mr. Paul Dubruel
Plant Chairperson

Dear Paul:

The Company agrees that in the event an employee who is on a disability pension from the Company and is deemed fit to return to his regular employment, he shall return under the following conditions:

1. Seniority does not accrue during his disability period.
2. He provides medical documentation of his ability to return to full time regular employment.
3. He will retain his original seniority status he held prior to going on disability pension.

If the parties are unable to agree to the employee's medical status as it relates to his returning to full time employment, that dispute shall be submitted to arbitration as per Article 18:00 of our current collective agreement.

Sincerely,

DOUG HEWITT
Personnel Director

Job Selection Process

July 1, 1988

Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Mr. Paul Dubruiel
Plant Chairperson

Dear Paul:

The parties agree that all production employees have the right, within their plant, classification and shift, to select a job of their choice according to seniority.

When an employee selects a specific job he will remain on that job until it finishes or for a minimum period of two (2) months or until an employee with more seniority bumps into the job.

In those cases where a job finishes or is temporarily stopped the employee will be assigned to another job. The employee will be required to work at the assigned job until the end of the shift. If the employee wishes a different job the next day, assuming the previous job is still not running, he/she must notify the Supervisor of their new choice prior to the end of the shift.

Sincerely,

DOUG HEWITT
Personnel Director

THIS LETTER WILL NOT BE VALID WHEN WORK CELLS
ARE IMPLEMENTED.

New Facility

July 1, 1988

Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Mr. Paul Dubruiel
Plant Chairperson

Dear Paul:

It is agreed, that if the Company builds another facility in the future in the Windsor area (namely Essex County), that facility would be covered under the current collective agreement, subject to discussions regarding such matters as classifications, wage rates, work rules, etc.

Sincerely,

DOUG HEWITT
Personnel Director

Temporary Time Studies

September 15, 1988

Local 195, C.A.W.
Fabco Unit
Windsor, Ontario

Mr. Paul Dubruel
Plant Chairperson

Dear Paul:

During recent negotiations, we discussed eliminating the Temporary Time Studied (T.T.S.) indication from the production time cards.

As of August 1, 1988, all newly time studied operations will be marked as ST. (Time Studied). If the new S.T. rate was established under what is considered less than adequate conditions, the parties will be advised that the rate is subject to a re-study when conditions are altered.

Present T.T.S. rates that are now on the floor will be eliminated as they are re-studied or the operation phases out.

Sincerely,

DOUG HEWITT
Personnel Director

Union Representative Meetings

June 8, 1994

Mr. Gerry Bastien
Windsor Area Director, C.A.W.
1568 Ouellette Ave.
Windsor, Ontario
N8X 1K7

Dear Gerry,

The Company agrees that once each quarter the Union Committee shall be allowed to hold a meeting with all stewards and alternates. This meeting shall be held on company premises and shall not last beyond two hours.

Those attending shall be paid straight time wages for the time spent in this meeting.

Time spent by day shift employees who are attending this meeting shall be considered as part of the Union time allowance under Article 15 Union Representation.

Sincerely,

Ken Myles,
Personnel Director

Layoff and Recall Out of Classification

June 9, 1994

Mr. Paul Dubruel
Plant Chairperson - C.A.W.
Fabricated Steel Products

Dear Paul,

If an employee is laid off out of his classification, and then recalled to that classification for a period of 5 consecutive days, he will be reinstated back into the initial classification immediately.

Sincerely,

Ken Myles,
Personnel Director

Weekend Overtime

June 11, 1997

Mr. Paul Dubruel
Plant Chairperson - C.A.W.
Fabricated Steel Products

Dear Paul,

The Company agrees that scheduled Saturdays, Sundays, and holidays will be six (6) hour shifts.

A six hour shift on an overtime day will have a paid twenty minute lunch period including a 5 minute wash-up and a 5 minute wash-up at the end of the shift.

Six hour shifts will be scheduled as follows:

Shift 1 - 12:00 a.m. to 6:00 a.m.

Shift 2 - 6:00 a.m. to 12:00 p.m.

Shift 3 - 12:00 p.m. to 6:00 p.m.

The Company may, on an occasional basis to meet production requirements, after notification to the Union, run eight (6) hour voluntary shifts on Saturdays, Sundays, and holidays.

Yours truly,

Ken Myles
Personnel Director

**Job Selection Process -
Lift Truck Driver and Die Set Up and Repair**

June 11, 1994

Mr. Paul Dubruel
Plant Chairperson - C.A.W.
Fabricated Steel Products

Dear Mr. Dubruel,

All production lift truck drivers will have the opportunity once a year within their plant, within their shift, to choose which area they prefer to drive for.

The assigned area will be posted by the Company at the same time as work cell postings are made.

If another assigned area comes available other than the ones posted, any driver may apply for this new area before a laid off employee is moved in place or a job posting is put up.

Each driver will choose three (3) areas within their plant. Areas will then be assigned by seniority and choice.

Die set up and repair assignments will be made according to the same procedure.

Sincerely,

Ken Myles
Personnel Director

Pension Funding

June 20, 1994

Mr. Paul Dubruiel
Plant Chairperson - C.A.W.
Fabricated Steel Products

Dear Paul,

During negotiations, there were extensive discussions about funding of the pension plan.

The Company agrees that, in the event the Company ceases operations in Windsor, the pension plan will be brought up to full funding, using assumptions as deemed reasonable by the Canadian Institute of Actuaries at the time this may occur.

Yours truly,

Ken Myles
Personnel Director

Social Justice Fund

June 21.1994

Mr. Gerry Bastien
Windsor Area Director, C.A.W.
1568 Ouellette Ave.
Windsor, Ontario
N8X 1K7

Dear Gerry,

The Company agrees to contribute one hundred ten dollars
(\$110) per month to the C.A.W. Social Justice Fund.

Sincerely,

Ken Myles
Personnel Director

Work Cell Implementation

June 22, 1994

Mr. Paul Dubruel
Plant Chairperson - C.A.W.
Fabricated Steel Products

Dear Paul,

The Company and the Union agree to continue to meet regularly to discuss implementation of the work cells. We acknowledge that there may be unforeseen problems with the implementation process and if this occurs, the Company and the Union may mutually agree to make changes.

Yours truly,

Ken Myles
Personnel Director

Common Law Relationships

June 22, 1994

Mr. Paul Dubruiel
Plant Chairperson - C.A.W.
Fabricated Steel Products

Dear Mr. Dubruiel,

During negotiations we discussed a process for recognizing the status of common law relationships of employees.

Common law marriages will be recognized where the common law spouse has been registered as a dependent on the Company benefit plans.

Common law status will also be recognized for any employee who gives written notice to the Company of such a relationship. This relationship will then be recognized as married six (6) months from the date such notice is received. Should the law allow a lower qualification time before recognizing common law status, the Company will accept those qualification times.

Employees who are currently in a common law relationship as of January 1, 1995, and who notify the Company by January 30, 1995, will have their status recognized immediately.

Yours truly,

Ken Myles,
Personnel Director

Modified Work

May 30, 1997

Mr. Paul Dubruiel
Plant Chairperson - C.A.W.
Fabricated Steel Products

Dear Paul,

A Joint Modified Work Committee consisting of the Union Benefits Representative, one other member selected by the Union, the WCB Co-Ordinator and Personnel Director will be responsible for administering a modified work program. Changes to this program will be made by agreement of the Joint Modified Work Committee.

The purpose of this Committee is to facilitate early return to work of employees with disabilities, according to the principles set out below.

Where the physical limitations of the employee and the physical requirements of the pre-injury job allow an injured employee to perform the essential duties of the pre-injury job, the Company will first attempt to place the injured employee back to work in that job.

Where the physical limitations of the employee and the physical requirements of the pre-injury job do not allow an injured employee to perform the essential duties of the pre-injury job, the Company will consider making reasonable modifications to the pre-injury. Where the above is not possible, the employer will seek to place the injured employee in other suitable work which can be sustained for the period of the disability. If required, the Company will consider making reasonable modifications to the suitable job.

In identifying such work the focus will be on work that is suitably rehabilitative in nature to enable an employee with physical restrictions to effectively work his way back to regular full time duties as well as identifying modifications which could be made to existing jobs which would enable an employee with physical restrictions to stay on his regular job or more readily assume those duties if he has been off work for a period of time.

Every employee who is unable to perform his regular duties as a result of illness or injury is eligible for participation in the modified work program.

Yours truly,

Ken Myles
Personnel Director

Back Up Positions and Article 8:03

Paul Dubruiel,
Plant Chairperson - CAW,
Fabricated Steel Products

December 20, 1994.

Dear Mr Dubruiel,

It has been agreed between the Union and the Company that any employee who presently holds the classification of lift truck driver, shipper, receiver, or inspector may continue to perform work in their back up classifications, and will not be subject to the provisions of clause 8:03 of the collective agreement.

However, employees who go into the classification of lift truck driver, shipper, receiver, or inspector after January 1, 1995, and those employees who were in the above listed classifications but were not also holding a back up classification as of January 1, 1995, will be subject to the full provisions of Article 8:03 of the collective agreement,

Ken Myles,
Personnel Director.

Discipline Procedures

Paul Dubruiel,
Plant Chairperson -CAW,
Fabricated Steel Products

May 28, 1997

Dear Mr Dubruiel,

During negotiations, there was extensive discussion of the manner in which discipline is administered at Fabco. The purpose of discipline is to correct improper behaviour, and not to impose excessively punitive penalties to employees.

The Company has committed to the Union that when considering the penalty to be imposed for any given infraction, consideration will be given to the following factors:

- the current disciplinary record of the employee
- the specific circumstances of each case
- how similar situations have been handled in the past
- any extenuating circumstances.

Effective upon ratification of this contract, the disciplinary records of all employees who have active discipline of less than a three (3) day suspension shall be cleared. Those employees having on their record discipline of a 3 day suspension or more, or other letters of agreement on disciplinary matters, will have their discipline record changed to show a written warning.

Ken Myles,
Personnel Director.

Steady Shifts

Paul Dubruel,
Plant Chairperson - CAW,
Fabricated Steel Products

May 30, 1997

Dear Mr Dubruel,

During negotiations, we agreed that employees would be allowed to work steady shifts for education or other personal reasons.

In order to qualify for a steady shift, it will be the responsibility of the employee to arrange with other employees in the same classification and work cell or area, on each of the other shifts, for full coverage on each of the shifts involved.

Such arrangements must be approved through the Personnel Department.

If, for any reason, one of the parties involved in a shift changing arrangement is unable to participate, then the other parties must return to regular shift rotation unless a suitable replacement is found.

This situation would be conditional on the Company having the right to limit the number of employees involved in changing of shifts.

Ken Myles,
Personnel Director.

Health Benefit Programs

Paul Dubruiel,
Plant Chairperson - CAW,
Fabricated Steel Products

June 10, 1997

Dear Mr Dubruiel,

During negotiations, the possibility of the Provincial and Federal Government reducing health benefits that are presently available to employees was discussed.

Should this occur, and employees experience gaps in coverage between what the government and Fabco benefit plans cover, Fabco will meet with the Union to discuss ways of resolving the problems created at no cost to the employee.

This letter also covers changes to Employment Insurance legislation which would reduce maternity benefits from those currently available to employees.

Ken Myles,
Personnel Director.

Quitting Early

Paul Dubruiel,
Plant Chairperson - CAW,
Fabricated Steel Products

June 16, 1997

Dear Mr Dubruiel,

During negotiations, there were extensive, lengthy, discussions about the practice of quitting early and the problems created because of it.

These problems include: employees cutting corners on quality and not making all required checks, employees cheating on counts, excessive movement on jobs by employees seeking the jobs that they can quit earliest on, people assigning themselves down time, and people quitting well before the agreed upon 24 minutes early. It has also led to indirect people thinking that they have a right to quit early.

It was discussed that the Company is in a very tough market, and that the need to be competitive and find better ways of doing things is very important. The company relies on the ideas and input from the people in order to make progress in this area. The issue of quitting early poses a serious obstacle to meeting these demands.

It was also discussed that the auto industry is changing, and that with new work comes new technology and more machine controlled processes.

The above issues will, over time, result in a need for elimination of quitting early.

The Company and the Union will form a committee to discuss methods or alternatives of accomplishing this over the term of this agreement.

Ken Myles,
Personnel Director.

New Work

Paul Dubruiel,
Plant Chairperson - CAW,
Fabricated Steel Products

June 16, 1997

Dear Mr Dubruiel,

During negotiations there was discussion regarding new work for the Windsor facility. The Company has received orders for 8 new parts being launched for Nissan Quest / Mercury Villager vehicles.

These new parts are 1999 model parts, which go into production in mid 1998. The Company commits to placing production of these jobs into the Windsor facility.

Ken Myles,
Personnel Director.

Agreed to at Windsor this 7th day of January, 1998.

FOR THE UNION:

Paul Dubruiel
Ernie Fryer
Rico Panazzola
Randy Renaud
Al Crankshaw
Ken Maheux
Gerry Bastien

FOR THE COMPANY:

Bob Soulliere
Lawrence Pratt
Gary Herman
Ken Myle
Vince Calandra
Paul Escott

EMERGENCY CALLS

The Following procedures are to be followed when it is necessary for family to contact an employee while he/she is at work. Please note that these procedures are only to be used in the case of emergency situations.

During Office Hours (8:00 a.m. to 4:30 p.m.)

Call the Personnel Office directly at **972-2815**, and we will take a message which will be forwarded to the employee on the floor as soon as possible.

After Office Hours (4:30 p.m. to 8:00 a.m.)

Call the Answering Service at 973-4599. Tell the operator the name of the person to be contacted, the plant he is working in, and the message. An operator will page the supervisor in that plant who has the pager, and relay your message to him. He will then advise you of the call.

If you forget the answering service number, you may call the main plant number (969-9580) and the recording will give you the emergency number.

CONTACTING THE UNION OFFICE

With our new phone system there are 2 different ways to reach the Union Office, explained in the table below.

| Person | Call Direct Line | Call Main Line (969-9580) and at Prompt Enter |
|-------------------|------------------|---|
| Plant Chairperson | 972-2862 | 862 |
| Benefit Rep | 972-2890 | 890 |
| Committeepersons | 972-2894 | 894 |

REPORTING ABSENCES

The collective agreement now allows absences to be reported between 8:00 a.m. and 4:30 p.m. every day. It is now possible to report weekend absences as well, as a message can be left even when no one is in the office. The call in number is **972-2815**.

If you are calling to report an absence due to a work related injury, contact the Health and Safety Co-Ordinator at **972-2801**.

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