

COLLECTIVE AGREEMENT

between

BUDD CANADA INC.

and

THE NATIONAL AUTOMOBILE AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW)
AND ITS LOCAL 14.5 1

APRIL 26, 1997

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PURPOSE OF AGREEMENT

The Company and the Union agree that their relationship is one of mutual respect and responsibility and the purpose of this Agreement is to maintain harmonious relations between the parties and to facilitate orderly adjustment to grievances, complaints, and disputes, which may arise from time to time between the Company and the Union. This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

PREAMBLE

This Agreement is made the **26th day of** April, 1997 between Budd Canada Inc., herein called the "Company", and **The National Automobile, Aerospace, Transportation and General Workers Union of Canada**, (CAW) and its Local 1451, herein called the "Union."

PREFACE

It is the policy of the Company and the C.A.W. that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, colour, age, sex, national origin, marital status, political or union affiliation, **creed, sexual orientation or disability**.

ARTICLE I RECOGNITION

1.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all its employees in its plant(s) in the Regional Municipality of Waterloo, Ontario, save and except supervisor, all those above the rank of supervisor, office and plant clerical and technical personnel, engineering department personnel, medical

department staff, sales staff and security guards, in the determination of rates and pay, wages, hours of work and all other working conditions.

The jobs as defined in Appendix "A" which is part of this Agreement, shall constitute the bargaining unit. Should any dispute arise due to change of an existing classification, or introduction of new classification by the Company, the Union will have the right to grieve such action by the Company, such grievance to commence at Step III of the grievance procedure.

1.02 Any person outside the bargaining unit shall not be permitted to perform work normally performed by an employee in the bargaining unit except

- a) in an emergency
- b) in the instruction and training of employees

If a supervisor develops a continuing course of conduct contrary to the intent of this article and Union complaints continue, the matter will be given special attention at Step III by appropriate management officials.

ARTICLE II MANAGEMENT RIGHTS

2.01 The Union recognizes the right of the Company to hire, promote, transfer, demote, retire under the provisions of the Pension Plan and lay off employees and to suspend, discharge, or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

2.02 The Union further recognizes the right of the Company to operate and manage its business in all respects, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes, and means of manufacturing.

2.03 The Union further acknowledges that the Company has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Any changes to these rules and regulations will be meaningfully discussed with the Bargaining Committee before publication.

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

2.05 The Company agrees that its management rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

ARTICLE III STRIKES, STOPPAGES AND LOCKOUTS

3.01 The parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words "strikes" and "lockouts" as used herein, are agreed to have the meanings defined for these words in the Ontario Labour Relations Act.

ARTICLE IV UNION SECURITY AND CHECK-OFF

4.01 All employees who are members of the Union as of the date of this Agreement, will be required to continue to be members of the Union as a condition of employment.

4.02 Any employee who is hired after the date of this Agreement, will sign an authorization form provided by the Union, at the time of hire, and shall become a member of the Union and will be required to continue to be a member of the Union as a condition of employment.

4.03

- a) The Company will deduct from the pay of each employee who is a member of the Union, the initiation fee, monthly dues and other assessments authorized by the constitution of the Union. Such Union dues to be deducted after an employee has worked forty (40) hours in any one (1) month, or received pay equivalent to forty (40) hours worked.
- b) Bonuses and profit sharing will be subject to dues as they are considered regular pay under the constitution.
- c) The Union will advise the Company in writing of any changes to existing deductions two (2) weeks prior to the first full pay period of the month in which the change is effective.
- d) Employee dues payable on the basis of Supplemental Unemployment Benefits will be deducted from the employee's subsequent S.U.B. payment or the employee's next regular pay, whichever comes first.
- e) Union dues will be voluntarily deducted from monthly benefits payable to a retired employee at a rate of one dollar (\$1.00) per month.

4.04

- a) A list and tape of the total number of seniority employees along with all sums deducted as above, shall be remitted by the Company to the Financial Secretary of the Local Union by the 15th of the month following the end of the month in which the deductions were made.
- b) The list will contain the employee's name, badge number, along with the amount of such deductions and the reason, if any, why no deductions were made from certain employees. This list will also indicate any seniority employee terminated, transferred out of the Bargaining Unit, on layoff, leave of absence, or died.
- c) The Financial Secretary of the Local Union shall notify the Company in writing of corrections to be made to sums deducted.

d) The following lists will be sent by mail to the Financial Secretary to the Local Union hall:

- (i) Three (3) lists showing the employee's name, badge number, address, postal code, telephone number and social insurance number, monthly.
- (ii) Three (3) alphabetical lists, monthly.
- (iii) Master name word list, weekly.
- (iv) Termination list, weekly.
- (v) Weekly Indemnity and Workers' Compensation, weekly.

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

4.06 Any dispute as to an alleged breach of the provisions of this article or as to the interpretation of any of the terms or conditions thereof, shall be dealt with under the grievance procedure beginning at Step III.

4.07 Unless prohibited by the law, the Company agrees to include on an employee's T-4 slip for income tax purposes, the total union dues paid for the year excluding any initiation fees.

4.08 The Union shall indemnify and save the Company and the Trustee of the Budd-CAW Supplemental Unemployment Benefit Plan Fund harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this article or in reliance on any list, notice or assignment furnished under any of such provisions.

4.09 The following procedure will be applied for the payment and reimbursement of employees on authorized Union Leaves of Absence:

- (i) The President of C.A.W. Local 1451 or his designated representative will authorize Union leaves of absence to be paid by the Company on behalf of the Local Union on a form supplied by the Company.
- (ii) The Company will bill C.A.W. Local 1451 on a monthly basis for reimbursement of all monies paid to employees authorized for such leaves. Vacation pay and any contributions paid by the Company on earnings paid to employees (i.e. C.P.P., U.I.C., etc.) will be included in the monthly billings.
- (iii) All billings are payable by the C.A.W. Local 1451 to Budd Canada Inc. upon receipt.

An employee on a leave of absence authorized as above, will be paid for his lost time at his prevailing hourly rate, plus all applicable premiums (i.e. Cola, Shift, etc.). Any monies received by an employee under the terms of this Agreement, will not be included in the calculation of his prevailing hourly rate, or S.U.B. Fund, Pension Plan and Paid Education Fund contributions.

- (iv) Should C.A.W. Local 1451 be unable to comply with the terms of this Agreement with respect to reimbursing the Company for monies owing, the Company shall reserve the right to terminate this Agreement.

ARTICLE V UNION REPRESENTATION

5.01 PLANT CHAIRPERSON

- a) The Company agrees to recognize a fulltime Plant Chairperson to be elected or appointed plant-wide.

5.05

The Chairperson and the Committeepersons will constitute the Bargaining Committee for the purpose of meeting with management including contract negotiations.

The President of the Local Union will be entitled to be present at all meetings with management, including contract negotiations.

5.06

The Company will supply the Union with office space, desks, tables, chairs, telephones and tiling cabinets on Company premises, as mutually agreed upon.

5.07 UNIONELECTIONS

- a) The election of Union representatives shall be held on Company premises and shall be in conformity with this Contract providing the Company has been notified in advance of any such elections. The elections may not be held on Company time. Locations to be agreed upon by the parties.
- b) During the life of the Collective Agreement, the Company will pay the nine (9) members of the Local Union election committee for time lost from their work at their prevailing hourly rate plus COLA and shift premium where applicable, to a maximum of eight (8) hours per man for polling purposes only, in order to conduct one (1) Executive Board and one (1) Bargaining Committee election.

5.08

Union representatives will adhere to the following procedure: He requests and receives permission from his Supervisor or his designated representative to leave his work. Such permission will not be unreasonably withheld. The Union recognizes that cases may occur where the Company may need a reasonable period of time to provide a replacement.

5.09 Union officers will be paid for all time lost from their work at their prevailing hourly rate, except as specified elsewhere in this article, while participating in in-plant Union business and for all meetings with the Company including Step IV of the grievance procedure for the Plant Chairperson and the Committeeperson involved and for all meetings with the Company for the purpose of contract negotiations.

5.10

The Plant Chairperson or any Member of the Bargaining Committee or his designate, shall arrange in advance with the Labour Relations Manager or his designate for all meetings not specified in the grievance procedure.

5.11

- a) The Company will grant, upon request from the Plant Chairperson (or any member of the Bargaining Committee in the Plant Chairperson's absence), or the President of the Local Union, permission for Union representatives to leave the plant on Union business, without pay, providing such request is made in writing at least one (1) day in advance, to the Labour Relations Manager or his designate. It is understood that the above will never exceed a maximum of fifty (50) employees at any one time and whenever possible no more than ten per cent (10%) of the total active employees from any single department.
- b) The Union may designate an alternate who will function in the absence from the plant for each Union Representative. Notice of such alternate shall be given in writing by the Plant Chairperson or his designate to the Labour Relations Manager or his designate before such alternate functions. There shall be no duplication of payment in the case of a Union Representative being absent from the plant, except for contract negotiations, in which case alternates will function in the absence of the Representative but will not themselves be replaced by alternates.

No alternates will be authorized for the Union President, Chairperson, Committeepersons, W.C.B., and Benefit Representatives for prime vacation periods or casual absences of less than one week.

The Safety Representative will be replaced while absent for vacation of one or more weeks during the prime vacation period provided a press line or assembly module is scheduled to work. The replacement must be a certified member of the Joint Health and Safety Committee established in Article 17.01. If Committee members are schedule to work during such period the senior employee will be appointed. If no committee member is scheduled to work the senior person not working will be appointed.

His privilege to leave his job is limited to the handling of safety matters relating to or arising from the work during the Safety Representative's absence, on behalf of employees working during such absences

- c) When time is required during the regular shift to attend to Union business related to in-plant problems at the Local Union Office, Members of the Bargaining Committee, Benefits Representative, Workers' Compensation, and Safety Chairperson will advise the Labour Relations Manager or his designate, prior to leaving Company premises.

5.12 The Plant Chairperson, Bargaining Committee, Executive Board and Chairperson of Election, Education and Recreation Committee of the Local Union, will be retained on day shift as long as work which he can perform is available.

The provisions with respect to rotating shifts and steady days sometimes requires the Company to retain an extra person on a job to retain a Union Official on steady days. The parties agreed that the extra person could be assigned to any job in his classification provided he will not be assigned outside his department so long as there are extra persons working in his department.

5.13 Time Study Representatives will only be allowed time off their job at the request of any Member of the Bargaining Committee on the "A" shift and at the request of any Steward on the "B" or "C" shifts, and is subject to the provisions of Article 5.08.

ARTICLE VI GRIEVANCE PROCEDURE

6.01 Any request by an employee to discuss a complaint or grievance with his Union Representative, will be granted promptly without undue delay after the employee has advised his Supervisor of his complaint or grievance.

Any grievance alleging violation, misinterpretation or misapplication of the terms of this Agreement relating to the rates of pay, wages, hours of work, or any other working conditions, shall promptly be taken up orally by the employee and his Union Representative with the employee's immediate Supervisor in an office. The complaint will be discussed in detail and any witnesses, if necessary, will be present at the request of either parties.

If the grievance or complaint is not resolved at this Step, the employee will be granted a reasonable period of time to discuss or file a grievance in the Union Office.

6.02 STEP 1

If no agreement is reached at the time, the Steward will present the grievance in writing to the Supervisor on the form provided by the Company. Where possible, all grievances shall specify the Article or Section(s) of the Agreement which are claimed to have been violated. The Supervisor will date and initial the grievance.

The Supervisor involved, or his designate, shall render the answer with an explanation on the grievance, personally to the Steward involved, or his

designate, within two (2) working days after the conclusion of the presentation of the grievance to him.

6.03 STEP II

If no agreement is recorded by the Supervisor and the Steward or Union Representative, the grievance shall be taken up in an office within two (2) working days with:

- a) The Department Head or his designate
- b) The Supervisor
- c) The Griever
- d) The Steward
- e) The Committeeperson
- f) The Industrial Relations Representative, if necessary
- g) Witness(es) if necessary, at the request of either party.

The Department Head will review the grievance and render his decision within two (2) working days after the meeting to the Committeeperson involved or his designate.

6.04 STEP III

If no agreement is reached with the appropriate Department Head, the Chairperson or designate may appeal the grievance to the Labour Relations Manager or his designate not later than five (5) working days after the Department Head's disposition in the second step. The grievance will then be discussed at a meeting arranged between the Bargaining Committee and Management Committee and will include the appropriate Department Head(s). Such meeting will be held every two (2) weeks or more frequently as agreed upon. An agenda will be submitted by the Union forty-eight (48) hours prior to the scheduled meeting date, excluding Saturday and Sunday.

Within five (5) working days after such meeting, the Labour Relations Manager or his designate representative shall give a written answer to the grievance personally to the Chairperson or his designate. The Company

agrees that the Labour Relations Manager, or his designate will be available for consultation with any member of the Bargaining Committee at any reasonable time.

6.05 STEP IV

Any grievance not satisfactorily settled at Step III, may be appealed to an impartial umpire within thirty (30) working days of receipt by the Union of the written decision of the Company provided for in Step III. If the parties fail to agree to the selection of an umpire within ten (10) days after receipt by the Company of notice to appeal, then the parties agree to forthwith request the Labour Management Commission for the Province of Ontario to appoint an umpire.

6.06 The impartial umpire shall not have the right to alter, amend, add to, subtract from or eliminate any of the terms and provisions of this Agreement except as otherwise provided herein. The decision of the umpire shall be final and binding upon the parties.

6.07 The expenses of the umpire shall be shared equally between the parties.

6.08 The Representative(s) of the National Union may be present at any meeting with Management at the Union's request.

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

6.10 Any grievance not carried to the next step by the aggrieved party within the time limits prescribed herein or within such extensions as may have been agreed to in writing, shall automatically be settled on the basis of the last decision given on the grievance form.

6.11 It is agreed and understood that all grievances shall be filed within seven (7) working days of the alleged violations of the Agreement and no

claim, including claim for back wages, whether for an employee covered by this Agreement or by the Union against the Company, shall be valid for any period prior to the date the claim was first tiled in writing, unless the circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that he or the Union had grounds for such claim prior to that date, in which case the claim shall be limited retroactively to a period of fifteen (15) days prior to the date the claim was first tiled in writing.

6.12 The Plant Chairperson or his designate will have the right to file a policy grievance with the Labour Relations Manager or his designate. A Policy grievance is defined and limited to one which alleges a misinterpretation or violation of a provision of this Agreement, and which could not otherwise be resolved at a lower step of the grievance procedure because of the nature and scope of the subject matter of the grievance. Such grievance will be referred to grievance procedure commencing at Step III and shall be dealt with at a special meeting to be arranged by the parties but in any event no later than two (2) weeks following the date the grievance was filed unless extended by mutual agreement.

When a policy grievance claiming redress has been upheld, the Company will be required to pay redress subject to the provisions of Article 6.11.

6.13 Group grievances will be processed in the normal manner commencing at Step I and will be signed by two (2) or more affected employees.

6.14 The Union hereby agrees the Company has the right to tile a grievance against the Union. Such grievance to commence at Step III.

6.15 Up to and including Step III, no employee will suffer a loss of earnings due to time spent on the grievance procedure. This will also apply to one (1) griever being paid eight (8.0) hours per day to attend Step IV of the grievance procedure.

**ARTICLE VII
DISCIPLINARY ACTION**

7.01 Any employee who is to receive a written warning, suspension or discharge shall be removed from his work station and taken to an office by the conclusion of the shift following the shift on which the offence occurred. He may, if he so desires, request and obtain the presence of his Steward to represent him during such an interview. During such interview, the employee will be advised of the offence committed.

7.02 Following a full investigation of the details, the Supervisor will advise the Employee and the Steward of the penalty to be imposed on the third shift following the one on which the offence occurred.

The Company agrees that when it intends to issue 7.02 to an Employee, he will be taken to an office.

7.03 However, 7.02 shall not apply when the alleged violation may endanger the safety of himself or other employees or be of such a nature that it would be inadvisable to retain the Employee in the plant.

7.04 Any suspended or discharged Employee who maintains that he has been unjustly dealt with shall have the right to have his case reviewed by the Labour Relations Manager or his designate and the Bargaining Committee provided that a written grievance is filed with the Labour Relations Manager or his designate within five (5) working days after his discharge or suspension.

Prior to the hearing outlined above and subsequent to the submission of a grievance, the Plant Chairperson or a Member of the Bargaining Committee shall review the factors relative to the case with the Supervisor initiating the disciplinary action. Such hearing to be held within two (2) working days of the receipt of said grievance unless extensions are mutually agreed upon.

7.05 At such hearing, the Labour Relations Manager or his designate shall advise the Bargaining Committee of the incident upon which the Company's action is based. The Supervisor and witnesses will be present at the request of either party. The Griever shall then provide the Labour Relations Manager or his designate with his explanation of the incident and his actions. After due consideration of all involved facts, the Labour Relations Manager or his designate may

- a) Confirm the Company's action in dismissing or disciplining the Employee, or
- b) Reduce or eliminate the penalty.

The Union will be advised of the outcome within three (3) working days after the conclusion of the hearing.

7.06 Upon receipt of the Company's decision by the Union, the Union will have the right to proceed to Step IV of the grievance procedure.

7.07 An Employee and his Steward will be tendered a copy of any warning, suspension, or discharge at the implementation of 7.02 which will state the dates of the penalty to be served. In the event of group discipline involving suspensions of five (5) or more Employees, the Supervisor(s) will inform the Employees and Union Representative(s) in writing in an office of the date(s) of any penalties to be served within five (5) working days following 7.02. Any suspension will be served within sixty (60) working days of the offence.

Any Employee absent for unrelated reasons on the dates he is scheduled to serve a suspension may have such suspension rescheduled by his Supervisor within the above sixty (60) day period. A warning or suspension notice will remain in effect not to exceed fifteen (15) months from the date of violation. Once a warning or suspension has expired, then other related offences will be reduced in status accordingly, six (6) months following the date of expiry. Outdated disciplinary notices will be returned to an Employee upon request.

7.08 It is mutually agreed that the Arbitrator shall have the right to modify penalties in suspension and discharge cases only.

ARTICLE VIII SENIORITY

8.01 PROBATIONARY EMPLOYEES

Employees shall be regarded as probationary employees until they have worked fifty (50) accumulated days in any twelve (12) month period. After fifty (50) accumulated days employment within a (12) month period as provided above, the names of such employees shall be placed on the seniority lists for their respective seniority groups as of the first date of hiring during such twelve (12) month period.

HIRING RATES:

New skilled trade employees hired/rehired on or after the effective date of this Agreement shall be hired at a rate not less than 85% of the rate of the classification to which they are assigned during the first fifty (50) days of active employment.

New non-skilled employees hired/rehired on or after the effective date of this agreement shall be paid at 85% of the rate of the classification to which they are assigned during the first nine (9) months of active employment after which they will be paid at 92.5% of the rate of the classification for an additional nine (9) months. Following eighteen months of active employment, employees will be paid at full rate of their classification.

Prevailing hourly rates for newly hired employees will be adjusted to eliminate the reductions upon attaining nine (9) months or eighteen (18) months, whichever is applicable.

8.02

- a) The dismissal of a probationary employee shall not be the subject of a grievance unless the reason for his dismissal was based on race,

colour, **sex, sexual orientation**, creed, national origin, **Political or** Union activity. This shall not prevent him from lodging a grievance on working conditions.

- b) A probationary employee who maintains he has been unjustly terminated, shall have the right to have his case reviewed by the Labour Relations Manager or his designate with his Committeeperson present.

8.03 When two (2) or more employees start to work on the same date, they are placed in badge number order on the seniority list.

8.04 Four (4) master seniority lists of all employees in the Bargaining Unit will be furnished to the local Union every thirty (30) days. For the purpose of Union elections, four (4) copies of the master and departmental seniority lists will be supplied to the Union provided advance notice of one (1) week is given to the Company.

8.05 The Company will post and update its departmental seniority lists for each department every thirty (30) days and will forward three (3) copies to the Union. This list will indicate each employee's badge number, name, classification, department, seniority group and the Company seniority.

The term "seniority" shall be defined as that status of the employee based upon his established unbroken length of service with the Company from the date of last hiring by the Company.

8.06 Seniority shall be by line and/or job ownership, area, departmental classification, classification, group and on a plant-wide basis as established and agreed upon by the Union and the Company in accordance with the provisions of this Article as outlined in Appendix "C".

No new employee shall be hired while applicants with seniority and ability to do the work required are still on the laid off list except where the Company sets up a training program with the intent to train employees

in preparation to go into regular production lines with an increased workforce for model changeover. The Company will have fifteen (15) working days to accomplish the above before laid off employees may exercise their seniority rights.

8.07 TRANSFER

Transfers are movements of seniority employees through job posting, layoff or recall. Employees **will claim** seniority immediately for the purpose of layoff or additional job posting in the new group.

8.08 When employees are transferred from a production or non production seniority group into the skilled seniority group, they may remain in the new group holding in that group only the seniority acquired therein, or they may transfer back into the previous group holding their previous seniority in that group. Article 15.08 will apply unless the employee makes his intentions known on a form provided by the Personnel Department which will be given to the employee on his last day worked in his trade. This election must be made within five (5) working days from the date of his layoff.

8.09 ASSIGNMENT

An assignment is a movement of a seniority employee within his seniority group or to another seniority group. Should an employee be assigned by the Company while there is work on his previous job, in any case where an employee is assigned and replaced by another employee, he will be paid his prevailing hourly rate, the rate of the job to which he is assigned, or the rate of the job he was assigned from, whichever is the greater of the three (3).

Such assignment may be for up to four (4) days work in succession or extensions by mutual agreement. Upon completion of the period of assignment, the employee so affected shall return to his previous job.

The employee so assigned in the above procedure, will not be reassigned in order to circumvent the four (4) day provision referred to above. Such assignments will be made in a just and fair manner and should any

- k) The employee's seniority and ability to do the work shall be the governing factor. Determined by tests for the following jobs: Lift Truck Operator, Crane Operator Quality Control, Shipper and Die Setter. Where more than one (1) employee has the ability to do the job, seniority will be the governing factor. Such tests will be available to all employees at the Personnel Office.
- l) No employee(s) will be allowed more than two (2) successful postings per year. The time limits on all postings will be from the date the employee was successful on the job posting.
- m) An employee who has bid on more than one (1) job at the same time, will indicate his order of preference on his applications. The employee will be given the highest preference won at this time and all his other bids will be considered to have been withdrawn.
- n) The successful applicant for any of the above postings will be given the opportunity to perform the job for a period of five (5) working days. If the employee selected proves unsatisfactory, he will be returned to his former job within forty-eight (48) hours after the five (5) day period. In the case of voluntary return within the five (5) day period, the employee will be returned to his former job within five (5) days following the request. If the applicant fails to prove satisfactory or voluntarily returns, the opportunity will be given to the next applicant in line.
- o) The successful applicant will be paid the regular rate of the job and shall have his name posted on all plant bulletin boards. A copy of this posting will be delivered personally to the Plant Chairperson or his designate at the time of the posting. The successful applicant posting will include all the badge numbers of the employees that posted. A copy of this posting will be delivered personally to the Plant Chairperson or his designate at the time of posting.

- p) In the event the posting is for a skilled classification or Die Setter, Oiler and Tool Crib Attendant, the period of five (5) days shall become thirty (30) working days.
- q) The successful applicant posting will be posted within forty-eight (48) hours after the conclusion of the forty-eight (48) hour period referred to above.
- r) The successful applicant will be transferred within fifteen (15) working days of the successful applicant posting, except in the case of a major increase in the workforce or introduction of a new product line this may be extended by fifteen (15) working days, provided the scheduled date of movement is specified on the job posting. This period may be extended by mutual agreement.
- s) Should sub-section (r) or (n) not be complied with, the employee shall receive his prevailing hourly rate or the rate of the job to which he should be transferred, whichever is the greater.
- t) An employee who proves unsatisfactory and is returned to his former job by the Company, or the job is eliminated within fifteen (15) working days from the employee being placed on the job, or the employee submits medical evidence satisfactory to the Company of his inability to do the job, shall not forfeit his posting rights.

Any employee who voluntarily returns to his former job or withdraws his application after successful applicant posting, shall forfeit one (1) job posting.

8.11 In situations where employees are absent for a period of less than two (2) years because of sickness, injury, vacations and leaves of absence, the job shall not be posted except as provided for in Article IX; such employees will be returned to such jobs, providing such employees would not have lost their jobs due to a layoff as outlined in Article 8.12. Employees absent for two (2) years or more, will be entitled to exercise his seniority upon return, in his classification.

8.12 An employee who has lost his job because of a layoff, will return to his job before the job will be posted provided his seniority entitles him to such a return unless he has been laid off from the plant for a period of two (2) years or more. An employee laid off from the plant for two (2) years or more will be entitled to exercise his seniority upon return to his classification(s) in the reverse order of layoff.

If he has successfully bid on another job while on layoff, the employee has the option to refuse to return to his former job.

A Committeeperson or Steward recalled to a former classification shall be required to immediately exercise the right to return or relinquish rights to the former classification.

8.13 LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

An employee shall be deemed to have lost his seniority and/or terminated his employment for any of the following reasons:

- a) If he shall quit or is retired, "subject to the provisions of the Pension Plan."
- b) If he shall be discharged.
- c) If he shall be laid off from the Company for a period in excess of four (4) consecutive years or length of seniority at time of layoff, whichever is greater.
- d) If he fails to report to work when recalled from layoff within five (5) working days following receipt of notice to report, sent by the Company by registered mail to his last address given to the Personnel Department.

However, if he fails to report to work, he shall not forfeit his seniority if he notifies the Personnel Department of his inability to report within the above five (5) days and submits satisfactory evidence of his absence immediately upon his return to work.

- e) If the employee is absent for three working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported absence of three (3) working days, Management will send clear written notification to the employee's last known address as shown on the Company records, that his seniority has been broken and that it can be reinstated if, within three (3) specified working days after delivery or attempted delivery of such notice, he reports for work or properly notifies Management of his absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification, his seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to his case of the Plant Rules regarding absence without reasonable cause.
- f) If he fails to return from a leave of absence granted by the Company, on the date specified on the leave of absence form, without a valid reason.
- g) If his absence exceeds the maximum period of the leave of absence provided for under the sick leave provisions in Article IX except as provided for in the Pension Agreement.

8.14 LAYOFF

- 1) When a temporary condition arises requiring the temporary layoff of employees from their jobs for a period not to exceed four (4) working days, the seniority provisions of this Agreement shall not apply.

Such temporary layoffs will take place only when specific sections of a seniority group are affected due to machinery breakdowns, customer scheduling or any other causes beyond the control of the Company.

- 2) When indefinite layoffs become necessary in a seniority group(s), the Company will post notice in the department(s) and notify the Union forty-eight (48) hours prior to the layoff going into effect except in

the case of an emergency. The following procedure for layoff will then apply immediately.

Employee(s) will be laid off according to his (their) seniority as laid out in Article 8.06 in this Agreement. The most junior employee to be laid off. Thereafter employee(s) will exercise seniority in his(their) seniority group(s) provided he is able to perform the work.

- 3) An employee who has been laid off from his seniority group for a period in excess of fifteen (15) working days for a model changeover, will exercise his total plant-wide seniority.

8.15 PLANT-WIDE SENIORITY

- a) An employee who has been laid off from his seniority group in an indefinite layoff, will exercise his total plant seniority in another group of his choice, by replacing the junior man in that group providing he is able to perform the available work and he makes this election within twenty-four (24) hours from the earlier of the date he receives his notice of transfer or layoff.
- b) An employee who is to be laid off from the plant may exercise his plant-wide seniority into jobs listed in 8.10(k) provided he is able to pass the required test after twenty-four (24.0) hours training.

8.16 RECALL

Recall from layoff shall be in the reverse order of the layoff procedure. When recalls from layoff outside the plant occur, five (5) working days grace period will be allowed for the ownership provisions contained in this Collective Agreement.

8.17 When it becomes necessary to lay off Union Officials from the plant, the following order of layoff will apply:

Safety Chairperson
Time Study Representatives
Sergeant-At-Arms

Guide
Three (3) Trustees
Recording Secretary
Financial Secretary
Vice-President
President
Workers' Compensation Representative
Benefit Plan Representative
Bargaining Committee
Chairperson

The above-named officials shall have preferential plant-wide seniority. Although they are subject to internal layoffs, in no event will they be laid off from the plant provided they are able to perform the available work. Officials from the skilled trades classifications shall have preferential seniority in these classifications.

8.18 The Steward in each department shall have top seniority in his area of representation including temporary layoff, provided he is capable of performing the available work.

When it becomes necessary to decrease the number of Stewards in an area of representation as per Article 5.03 or Appendix "B" of the Collective Agreement, the Union will inform the Company no later than five (5) working days preceding the layoff, when possible, as to who will be removed. If the Steward is to be laid off, he will be laid off as per Article 8.

If an increase in the number of Stewards is required, the Plant Chairperson or his designate will notify the Manager of Labour Relations or his designate, in writing, as to which Steward is to be recalled. The Company will recall the Steward regardless of his seniority provided there is work in his area of representation in which he was elected, which he is capable of performing. If such recall would result in an increase in the workforce, then the recall will be postponed until such time as the employee to be displaced has worked through the required notice of layoff period as per the Employment Standards Act.

8.19

- a) An employee who is no longer able to perform his regular work but is capable of performing other duties, or any employee who has incurred a permanent or partial disability may, by agreement between the Company and the Bargaining Committee, be reclassified without regard to the seniority provisions of the Collective Agreement, except that such employee will not displace an employee with greater seniority.
- b) Employees reclassified in (a) above, will be re-evaluated by the parties every three (3) months to determine continuation of the reclassification.
- c) Should the parties fail to reach an agreement, then arrangements may be made with an independent medical specialist who will assist the parties in making a determination under this article.

8.20

- a) Any employee transferred or promoted out of the Bargaining Unit prior to April 18, 1977 and subsequently returns to the Bargaining Unit shall accumulate only the seniority acquired while in the Bargaining Unit. If he does not have sufficient seniority to work in his former classification, he shall then exercise his seniority in accordance with the terms of the Agreement.
- b) Any employee transferred into the office unit and returned back to the Bargaining Unit shall accumulate only the seniority acquired while in the Bargaining Unit. If he does not have sufficient seniority to work in his former classification, he shall then exercise his seniority in accordance with the terms of the Agreement.
- c) Subsequent to April 18, 1977 any employee who is transferred or promoted out of the Bargaining Unit shall forfeit his rights to return

to the Bargaining Unit should he fail to return within one (1) year from the date of his transfer or promotion.

**ARTICLE IX
LEAVES OF ABSENCE**

9.01 PERSONAL

A leave of absence of up to thirty (30) days may be granted to employees with seniority, for personal reasons other than to seek or obtain employment elsewhere. Extensions may be granted by mutual agreement between the Company and the Union.

After the thirty (30) day period, the employee may elect to pay for the continuation of benefits as outlined in Article 9.03.

9.02 SICKLEAVE

An employee with seniority who is unable to work because of illness or injury, and who furnishes satisfactory evidence thereof, shall be granted a leave of absence while disabled, equal to his seniority at the date of disability or five (5) years, whichever is greater. He will be returned to work in accordance with his seniority, provided he furnishes satisfactory medical evidence of recovery.

9.03 PUBLIC OFFICE LEAVE

An employee with seniority elected to public office shall be granted a leave of absence for a period of one (1) year with extension privileges, provided however, that such employee shall renew his leave of absence annually. During such period, the employee's benefits will cease. However, such employee may elect to retain any or all of the following benefits providing he pays the premium(s) in advance - Life Insurance, A.D. & D., Vision, Drug, OHIP, Transition and Bridge, Nursing Care, Dental, Legal Services and Chiropractic services.

Upon the conclusion of his leave or any time during his leave, and providing the Company has had fourteen (14) days notice, such employee

will be returned to work in his previous classification, seniority permitting, or he will exercise his group and plant-wide seniority accordingly.

9.04 NATIONAL UNION LEAVE

- a) An employee with seniority, selected or appointed by the National Union, C.L.C. or O.F. of L., shall be granted a leave of absence for the length of his appointment. During such leave of absence, the employee's benefits will cease. As outlined in Article 9.03, the employee may elect to pay for continuation of benefits.

Upon conclusion of his leave or any time during his leave, and provided the Company has had fourteen (14) days notice, such employee will be returned to work in his previous classification, seniority permitting, or he will exercise his group or plant-wide seniority accordingly.

LOCAL UNION LEAVE

- b) An employee with seniority elected or appointed to a fulltime office in the local union or selected for other union activities, shall be granted a leave of absence for the full term(s) of his office. He shall lose no seniority in his former classification and he shall be returned to that classification upon request, provided the Company has had fourteen (14) days notice.

During such leave(s), the employee's benefits will cease except for the President and Financial Secretary of Local 1451, whose benefits will be paid by the Company. Others may elect, as in 9.03, to pay for their continuation of benefits.

9.05 HIGHWAY TRAFFIC/CRIMINAL CODE

Any employee who is convicted under the Highway Traffic Act (including unpaid traffic fines) or Criminal Code for driving offences and is subsequently jailed, will be given a leave of absence for the length of the jail term, provided written notice is given to the Company within five (5) days after the start of the sentence.

9.06 EDUCATION

Employees who have acquired seniority of one (1) or more years who desire to further their education, may make application for that purpose. One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12) months. Additional leaves of absence may be granted by mutual agreement between the Company and the Union. Approval of such leaves of absence shall be conditional upon the following:

- a) Sufficient prior notice is given to the Company in writing
- b) The employee provides evidence of acceptance into a formal education program.
- c) The employee will be entitled to exercise his seniority upon return in his previous classification. If, however, he does not have sufficient seniority to return to his classification, he will exercise his group and plant-wide seniority accordingly.
- d) The Company reserves the right to limit the number of such leaves in a given work area.
- e) The Company-paid benefits shall cease for this period. An employee may elect to pay for continuation of benefits as outlined in Article 9.03.

9.07 MILITARY LEAVE

A Military leave of absence will be granted to employees who are called to active duty in the Canadian Armed Forces.

9.08 MATERNITY LEAVE

The Company will grant a Pregnancy Leave of Absence to a female employee with seniority in accordance with the terms outlined as follows:

- a) Upon the request of an employee two (2) weeks in advance and upon receipt of a medical certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated date of delivery, the employee shall be granted a leave of absence from her employment of seventeen (17) weeks or less. Extensions for a maternity leave may be granted upon receipt of a medical certificate from a legally qualified medical practitioner.

An employee who is entitled to leave and has not applied, shall be granted a leave if before the expiry of two (2) weeks after ceasing to work, she provides her employer with a medical certificate stating she was not able to work and giving the estimated or actual date of delivery.

- b) This leave may commence at any time during the eleven (11) weeks prior to the estimated date of delivery. An employee on leave of absence as a result of pregnancy, must receive at least six (6) weeks leave after the date of actual delivery. A shorter period of time may only be granted with approval of her physician.
- c) The Company may require the employee to commence the leave at such time as the duties of her position cannot efficiently be performed, or, the performance of her work is materially affected.
- d) The Group Insurance will continue for physician-approved pregnancy leaves of absence.

If an employee does not have sufficient earnings to qualify for benefits under the Unemployment Insurance Commission Act and Regulations, weekly indemnity benefits will apply for the approved pregnancy leave of absence. Upon expiration of the approved leave of absence, weekly indemnity benefits are payable in respect to any period of disability leave related to the childbirth or pregnancy.

9.09 ADOPTION LEAVE

Upon the request of an employee who has at least one (1) year of seniority, and gives two (2) weeks notice in advance in writing, a leave of absence will be granted for a period of up to six (6) months to commence from the time a child is placed with the employee for the purpose of adoption.

9.10 GENERAL

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

9.11 An approved copy of any written leave of absence granted under the Leaves of Absence section, will be furnished to the employees.

**ARTICLE X
HOURS OF WORK**

This article is intended to define the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week or days of work per week.

10.01 REGULAR WORKING HOURS

The regular working hours shall be eight (8) hours per day and forty (40) hours per week. The "C" shift will commence at 11:00 p.m. Sunday. Should an employee be required to report to work earlier than 11:00 p.m. Sunday, he will receive double time for all time worked prior to 11:00 p.m. Sunday

All work in excess of eight (8) hours in one (1) day or forty (40) regular hours in one (1) week, and all work performed on Saturday, except when it is the remaining straight time hours of the fifth (5th) day of an employee's work week, shall be paid for at time and one-half, provided, however, that not more than one (1) premium payment shall be made for the same hours worked. Double time will be paid for all time worked in

excess of twelve (12) consecutive hours in any twenty-four (24) hour period. Employees shall not be required to suspend work without pay during regular working hours to absorb overtime.

Employees will work no more than 12 hours in a 24 hour period, and no more than the maximum 12 consecutive hours, except in cases of extreme emergency reasons such as health and safety or when customer requirements are in jeopardy.

An employee who fails to work eight regular hours during a twenty-four (24) hour period due to the Humidex Agreement or a temporary layoff, will be eligible for overtime premium for hours worked within the twenty-four (24) hour period and immediately preceding his next regularly scheduled shift.

For the purpose of computing overtime compensation, an employee's work day shall be the twenty-four (24) hour period beginning at the regularly scheduled starting time of the shift to which he is assigned.

10.02 OVERTIME

- 1) Time and one-half shall be paid for all time worked on Saturday and double time shall be paid for all time worked on Sunday regardless of the number of hours worked during the regular work week, except as provided in 10.01.
- 2) All employees working on "C" shift starting at 11:00 p.m. Sunday, will be paid time and one-half for work performed on the sixth (6th) shift in their work week and double time for work performed on the seventh (7th) shift in their work week.

10.03

- 1) The Union will be advised in advance of any overtime to be worked. All work in excess of eight (8) hours overtime in a work week and in all cases where the Company fails to give at least forty-eight (48) hours advance notice, overtime will be on a voluntary basis. However, in cases where emergencies (proof will be made available upon request by the Union) exist in the skilled trades area, and in

indirect classifications related to the skilled trades, such employees will work the overtime to overcome such emergencies. If any employee has a compelling personal reason, he will be excused from the overtime assignment.

Overtime on Saturdays and Sundays will be scheduled for six (6) hour shifts. This does not restrict the Company from scheduling overtime during the regular work week. The six hour shifts will be as follows:

“A” Shift - 7:00 a.m. to 1:00 p.m.

“B” Shift - 1:00 p.m. to 7:00 p.m.

During the period from June 1st to September 15th of each year, “C” Shift will work 11:00 p.m. Friday to 5:00 a.m. Saturday.

Employees will receive two (2) fifteen (15) minute rest periods. There will be no wash-up periods during these six (6) hour shifts.

- 2) Overtime will be distributed to those employees normally performing the work to be done in the department on the shift the overtime occurs. Distribution will be given to the man on the shift with the least amount of overtime hours in the department.

If the Company is unable to obtain sufficient employees among those people normally performing the work, they will give the opportunity to the employees on the overtime shift with the least amount of overtime in the department who are capable of performing the work to be done without training. An employee who does not work the overtime, provided he has been offered, shall be charged with the overtime hours offered and the opportunity to work overtime shall be passed on to the next employee. In the case of skilled trades, overtime will be distributed to the low man among the employees of the trades affected. When a department requires additional employees for overtime, the Company will go to **the department in the seniority group with the least average amount of overtime hours** and offer the overtime to those that are capable of **performing**

the work to be **done** without training **using** the low man concept, including spares.

Employees will be required to initial all overtime sheets when requested to work overtime denoting their acceptance or refusal.

- 3) A written list of employees scheduled to work overtime will be given to the Steward personally involved, no later than two (2) hours prior to the end of the shift preceding the overtime. When the overtime sheets are given to the Steward, the time of receipt will be recorded on the sheet and initialled by the Supervisor and Steward involved. Any objection registered by the Steward and acted upon will not become the subject of a grievance.

Any violation of 10.03(2) by the Company will result in payment to affected employees for overtime hours lost at the applicable overtime premium provided objection is raised prior to the overtime being worked. It is understood that the Company must supply the Steward with a written list of employees scheduled to work, otherwise the Steward will not be required to raise objections.

- 4) The Company will maintain up-to-date records of the overtime offered in each department and these records will be made available to the Steward. Any employee entering a department on a transfer shall take the highest overtime hours in the classification in that department for the purpose of equalization (except as outlined in Article 20.05(5a) and 20.10) leadhand, steward or temporary lift truck operators' hours are to be excluded. Should the employee be returned to his original department due to an unsatisfactory job posting, he will be credited with his original overtime hours plus his overtime hours accumulated during the transfer. This also applies to a temporary transfer agreed to by the parties. Any transfer of ten (10) working days or less shall be considered a temporary transfer for the purpose of computing overtime hours.
- 5) An employee who is absent from the plant or shift for any reason when overtime is being distributed and who would have been

requested to work, shall be charged with the overtime hours so scheduled. **Any person who accepts overtime and does not work for any reason, will be charged double the hours.**

- 6) In no event shall an employee be asked to work overtime for a period of less than one (1) hour, except in an emergency situation as it applies to skilled trades and to indirect classifications directly related to the skilled trades. If the overtime assignment is completed in less than one (1) hour and the employee wishes to go home, he may obtain a pass from his supervisor accordingly and shall be paid for the time actually worked.
- 7) An employee working an overtime assignment shall be paid at the rate of the job which is to be performed on overtime, regardless of his normal rate of pay during regular hours.
- 8) Overtime will be recorded in the following manner: eight (8) hours offered and/or worked at time and one-half, will be recorded as twelve (12) hours for the purpose of equalization. Eight (8) hours offered and/or worked at double time on Sunday will be recorded as sixteen (16) hours for the purpose of equalization.
- 9) The overtime rate will be applied to the earnings produced on incentive for incentive workers and to the hourly rate for non-incentive employees, excluding ALL premiums except COLA.

Whenever an employee begins incentive work, such work will be computed separately from any straight time work which preceded it. (The employee starts anew).

An employee who works overtime receives his overtime premium (plus shift premium, spares premium, leadhand premium, where applicable) for the same time worked. Overtime does not affect the size of ANY premium except COLA.

The inability of an employee to work on a Saturday will not preclude his right to work on Sunday.

Overtime will be computed on a daily basis and checked for equalization on a weekly basis. The information will be posted on plant bulletin boards by department and by classification by Monday noon for the previous week and copies will be forwarded to the Union at that time.

Effective the first week of November 1997, overtime will be computed on a daily basis and checked for equalization on a weekly basis with a week delay in the application of the equalized hours. The information will be posted on plant bulletin boards by department and by classification by Monday noon for the previous week and copies will be forwarded to the Union at that time.

Overtime hours will be zeroed on the first Monday of November of each calendar year **except as provided in letter #22 for skilled trades. Non-skilled classifications will offer overtime by seniority during the two calendar weeks following the first Monday in November each year until such time as employees can be offered overtime by the low hour concept.**

When overtime hours are equal, employees will be offered overtime by seniority.

10.04

- a) On weekends or statutory holidays, a Steward shall be given the opportunity to work whenever ten (10) or more employees are scheduled to work overtime in his area of representation, and on the shift he normally represents or in any case where there is no union representative scheduled in his area of representation, regardless of the department or shift from which such employees are selected to perform the overtime assignment; and provided he is able to perform the work available.

His privilege to leave his job during overtime hours, however, is limited to the handling of grievances relating to or arising from the work during these hours, on behalf of constituents working during

such hours. His total time off the job will not exceed the authorized time as specified in article 5.03(b).

He shall be paid at the rate of the job to which he is assigned. If he cannot perform the available work, the Union may appoint one of the employees scheduled to work as acting representative for the period of absence of the regular Steward and shall advise the Company accordingly.

- b) The President, Plant Chairperson, Committeepersons, Workers' Compensation, Benefits Rep and Safety Rep, may work weekend overtime up to the average of total plant overtime providing they notify the Labour Relations Manager beforehand.

10.05 REGULAR WORKING SHIFTS

- 1) The regular working shifts shall be defined as follows:

"A" Shift will start at 7:00 a.m. and finish at 3:30 p.m.

"B" Shift will start at 3:30 p.m. and finish at 12:00 midnight.

The above shall apply except when a twenty-four (24) hour operation is in effect. The regular starting times shall read as follows:

"A" Shift will start at 7:00 a.m. and finish at 3:00 p.m.

"B" Shift will start at 3:00 p.m. and finish at 11:00 p.m.

"C" Shift will start at 11:00 p.m. and finish at 7:00 a.m. with a twenty (20) minute paid lunch period.

- 2) For a three (3) shift operation, the regular shift rotation will be every two (2) weeks, except as in (3) below. i.e. "A" to "C" to "B".
- 3) The regular shift rotation will be on a two (2) week basis except where it is impossible to do so in specific cases. In such cases, the Company and the Union agree to arrange a satisfactory alternative for such specific cases.

- 4) To insure reasonable shift assignment, any employee assigned to a shift other than those listed above, shall be given forty (40) hours notice of such assignment. In addition, he will be retained on the new shift for the regular two (2) week rotation period unless mutually agreed to otherwise. At the end of such period, he will revert to the regular shift pattern. The above does not apply to production classifications.
- 5) Any employee who requests to work on a steady shift will be accommodated by seniority, on a quarterly basis commencing on the first Monday of February, May, August and November, providing and for as long as the job for which he is qualified is available, providing counterparts can be arranged by seniority. However, once having accepted such shift(s), they will be required to continue on said shift(s) for periods of three (3) months and will indicate such acceptance on a form provided by the Company. A copy of such form will be forwarded to the Union.
- 6) Work assignments on a permanent shift basis will be offered to the employee(s) with the greatest seniority in the department and classification affected provided he is able to perform the work. Should an employee refuse the permanent shift, he will indicate such action on a form provided by the Company and he will not exercise seniority in this matter for a period of three (3) months. A copy of such form will be forwarded to the Union. The shift preference in the skilled trades is covered in the Letter of Intent elsewhere in this Agreement.
- 7) Paid lunches will be implemented on the basis of a "counterpart" arrangement, i.e. the shift with the least number of qualifying employees will determine the number who qualify on the other two (2) shifts. The paid lunches will be offered by line/job ownership and/or departmental classification seniority.

Employees assigned to any one of the three (3) shifts contained in the twenty-four (24) hour shift schedule defined in Article 10.05(1) will receive a paid lunch.

10.06 An employee who works on day shift beyond or before the regularly scheduled hours of such shift, shall not be paid the night shift bonus for the time worked by him beyond or before such hours.

10.07 REPORTING PAY

An employee permitted to come to work without having been properly notified that there will be either no work or less than four (4) hours work available, and who is sent home because of lack of work before he shall have worked four (4) hours, shall receive a minimum of four (4) hours pay at his prevailing hourly rate subject to the applicable overtime premium, provided however, that the provisions of this Section shall not apply in any case in which the lack of work is caused by a labour dispute, or by any reason beyond the control of the Company, or in any case in which an employee is offered four (4) hours of work for which he is qualified and he refuses such work.

When the Company, in the presence of a Union Representative, makes an unsuccessful attempt to notify an employee, there will be either no work or less than four (4) hours work available. Such employee will be ineligible for reporting pay under this provision.

10.08 CALL-IN PAY

When an hourly-rated employee has left the premises, and is called upon to return to the plant for an overtime assignment within a twenty-four (24) hour period, he shall receive pay as follows:

- a) For the first hour, or any part thereof so worked, he shall receive two (2) hours pay at this regular hourly rate. If this occurs on a Sunday or a holiday, he shall receive three (3) hours pay at his regular hourly rate for the first hour or any part thereof worked.
- b) For all time worked in excess of one (1) hour, he shall receive pay at his regular hourly rate, subject to overtime, holiday or Saturday and Sunday premiums where applicable.

- c) If the employee entitled to call-in overtime cannot be contacted, he will be charged with the overtime hours providing the call is witnessed by the Steward.
- d) When a Steward is asked to verify a phone call, it will only be to verify that the foreman is calling the employee to work overtime.

10.09 The Company will grant a paid rest period of twelve (12) minutes after each two (2) consecutive hours worked during the employee's regular shift. A lunch period will supersede the break period which would otherwise have occurred.

When after having worked a full shift, overtime is scheduled for two (2) or more hours, there will be a twelve (12) minute rest period between the time the shift ends and the overtime starts. A further twelve (12) minute break will be granted after completion of each two (2) hours of scheduled overtime worked thereafter. If, after working twelve (12) consecutive hours, the employee is scheduled for additional overtime, he will be granted a twenty(20) minute paid lunch.

10.10 An employee scheduled to work eight (8) or more hours shall be allowed a paid wash-up time of five (5) minutes immediately prior to the end of the shift. For production workers this will be included in their allowances as spelled out in Article 14.06.

10.11 PAID HOLIDAYS

Employees shall be paid as provided hereunder for Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, an individual floating holiday, and in addition, the extended Christmas Holiday as listed below, providing they have worked thirty (30) days as of the date of the holiday and have met all of the following eligibility rules unless otherwise provided therein.

CHRISTMAS HOLIDAYS

The Christmas Holiday Period for each of the years is as follows:

FOR CHRISTMAS 1997 - Shutdown after working December 23, and holidays December 24, 25 and 26, weekend 27, 28, and holidays 29, 30, 31, January 1 and 2, weekend January 3 and 4. Return to work Monday, January 5, 1998.

FOR CHRISTMAS 1998 - Shutdown after working December 23, holidays 24, and 25, weekend 26 and 27, holidays 28, 29, 30, 31 and January 1, weekend 2 and 3, and return to work Monday, January 4, 1999.

FOR CHRISTMAS 1999 - Shutdown after working December 23rd, holiday 24, weekend 25, 26, holidays 27, 28, 29,30,31, weekend January 1, 2, and return to work Monday, January 3, 2000.

10.12 An eligible employee shall forfeit his holiday pay if:

- a) He is absent from work on his regular working day prior to, or his regular working day following the holiday, unless he is excused by the department head. For the Christmas holiday, any employee who fails to work either the last regular work day prior to or the next regular work day after each Christmas holiday period, will disqualify the employee for pay for the one (1) holiday in the Christmas holiday period which follows or precedes such regular work day.

When multiple holidays attach to a weekend (other than a weekend associated with the Christmas holiday period), only one (1) days holiday pay would be forfeited if the employee is absent on one qualifying day.

- b) The holiday occurs while he is serving a penalty for misconduct.
- c) He is absent due to a strike.
- d) He is away from work due to personal illness, non-compensable accident or an approved leave of absence or layoff and his combined absence before and after the holiday(s) exceeds sixty (60) calendar days.

10.13 In cases of Sickness/Accident, Leaves of Absence or Layoff, there will be no duplication of payment, however, the Company will be obligated to make up the difference between what he received as a benefit and his holiday pay provided he has worked within twelve (12) months of the date of the holiday.

10.14 When any of the above-enumerated holidays fall on a Saturday or a Sunday, it will be celebrated on the day coinciding with the date on which our customer celebrates the holiday.

10.15 Employees eligible under these provisions shall receive eight (8) hours pay for each of the above holidays specified in Section 10.11. The rate of pay shall be the prevailing hourly rate plus the Cost of Living Allowance, applicable shift, leadhand and spare man premium.

10.16 When the holiday(s) specified above fall within an employee's approved vacation period and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday(s) and shall be given an extra day(s) off at the end of his vacation period, unless mutually agreed otherwise.

10.17 Employees who have been requested to work on a holiday, and have accepted such holiday work assignment, and then fail to report for and perform such work without reasonable cause, shall not receive holiday pay for that day.

10.18 Employees who accept and perform work on the holidays observed above shall receive holiday pay in addition to the double time provided for work on such holidays.

Such employee will be given a day off without pay in lieu of the holiday providing he gives the Company sufficient prior notice of his intended day off. Requests for days off will be by seniority. The Company will not be prevented from limiting the number of such leaves for any given day. Any employee requesting a day in lieu must take such day off no later than one (1) year following the holiday he worked.

10.19 JURY DUTY/CROWN WITNESS

An employee who is summoned and reports for jury or crown witness duty as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the daily jury duty or crown witness fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury or crown witness duty and on which otherwise would have been scheduled to work for the Company, and P.H.R. and COLA earned by the employee from the Company (excluding night shift overtime and any other premium) by working during straight-time hours for the Company on that day.

10.20 In order to receive payment, an employee must give the Company prior notice that he has been summoned for jury or crown witness duty and must furnish satisfactory evidence that he reported for or performed jury or crown witness duty on the days for which he claims such payment.

10.21 BEREAVEMENT

When a death occurs in an employee's immediate family (i.e. spouse, parent, parent of current spouse, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law and son-in-law, grandparent, grandparent of current spouse, stepparent, stepbrother, stepsister, half-brother, half-sister and grandchild) the employee, upon request, will be excused for the three (3) normally scheduled working days, excluding Saturdays, Sundays, vacations and holidays, surrounding the date of the funeral, provided he attends the funeral.

Bereavement leave will increase from 3 days to 4 days upon the death of an employee's spouse, child, parent, brother or sister.

10.22 An employee excused from work under this paragraph shall, after submitting evidence satisfactory to the Company, receive his prevailing hourly rate plus COLA for all straight-time hours lost on such scheduled days of work for which he is excused.

10.23 SHIFT PREMIUMS

Employees working on the “B” and “C” shifts will receive a shift bonus as follows:

“B”	\$1.08
“C”	1.67

**ARTICLE XI
PLANT MOVEMENT**

11.01 Except where prohibited by law, whenever the Company transfers operations or departments from any plant covered by this Agreement to a vacant plant which is newly acquired or built by the Company, employees engaged on such operations or employed in such departments, may, if they so desire, be transferred to the new plant with their full Company seniority.

Any employee declining such a transfer may accept a termination and be eligible to receive a severance pay in accordance with the requirements of Ontario law.

**ARTICLE XII
MOVING ALLOWANCE**

12.01 Transfer moving allowance: an employee who is on the active employment rolls, on or after July 30, 1968, and is offered and accepts a transfer from one plant to a new plant, under plant movement section, will be paid a moving allowance provided,;

- a) The new plant location is at least fifty (50) miles from the plant at which he last worked and he moves his residence as a result of such relocation, and
- b) His Application is received by the Company within six (6) months after commencing employment at the new plant.

12.02 The amount of the moving allowance will be the amount shown in the following table:

Kilometers Between Plants	Single	Married
80 - 159	\$795.	\$1765.
160-479	885.	1945.
480 - 799	960.	2040.
800 - 1599	1155.	2410.
1600 or over	1345.	2770.

12.03 In the event an employee, after relocating to a new plant, exercises an option to return with his seniority to the seniority rolls or his original plant under conditions which would entitle him to a separation payment on the basis of such seniority the amount of any moving allowances received will be deducted from any subsequent separation payment.

12.04 Layoff moving allowance: an employee with one or more year's seniority who is on the active employment rolls on or after July 30, 1968, and accepts a voluntary offer of work at another plant of the Company, will be paid a moving allowance provided:

- a) The plant location at which the applicant is to be relocated is at least fifty (50) miles from the plant at which he last worked and he moves his residence as a result of such relocation, and
- b) His application is received by the Company within six (6) months after commencing employment at the new location.

12.05 Any subsequent separation payment will be reduced by the amount of any moving allowance previously received.

12.06 There will be no duplication of allowance under any, present or future legislation providing for moving or relocation allowance.

12.07 A moving allowance shall be payable in a lump sum. Any moving allowance payable under this Section shall be paid by the Company.

ARTICLE XIII VACATIONS

13.01

- a) An employee who has less than one year's seniority as of June 30 of the current vacation year, will receive four percent (4%) of his total earnings for vacation pay.
- b) **The first two (2) weeks of an employee's annual vacation entitlement will be mandatory and the Company will withhold an amount of vacation pay representing 4% of an employee's total earnings, until such time as this mandatory vacation time off is taken. This Vacation time off must be taken in increments of full weeks.**

13.02 An eligible employee who has one (1) or more years of service as of June 30th of the current vacation year, will receive either (a) Vacation as outlined in Schedule (A), or (b) a combination of Vacation and Paid Absence Allowance as outlined in Schedule (B).

For the purpose of ensuring compliance under existing laws, time off for Paid Absence Allowance is deemed to be vacation time off.

SCHEDULE (A) - VACATION ELIGIBILITY SCHEDULE

Length of Service	No. of Weeks	% Total Earnings
Less than 1 year	0	4
1 year but less than 3 years	2 1/2	5
3 years but less than 5 years	3	6
5 years but less than 10 years	3 1/2	7
10 years but less than 15 years	4	8
15 years but less than 20 years	4 1/2	9
20 Years but less than 25 Years	5 1/2	11
25 Years and Over	6	12

SCHEDULE(B) - VACATION PAID ABSENCE ALLOWANCE

An employee who elects to receive a combination of Vacation and Paid Absence Allowance during the current vacation year, will be eligible per the following schedule. This election must be made by notifying the Company on a form provided by the Personnel Department prior to June 15 of the current vacation year.

Note: The 1,000 hours rule applies to P.A.A. entitlement as explained in detail in Article 13.02 (d)

Length of Service	Weeks	% of Total Earnings	P.A.A. Hours
Less than 1 year	0	4	0
1 year but less than 3 years	2	4	20
3 years but less than 5 years	2	4	40
5 years but less than 10 years	2 1/2	5	40
10 years but less than 15 years	3	6	40

15 years but less than 20 years	3 1/2	7	40
20 years but less than 25 years	4 1/2	9	40
25 year and over	5	10	40

Paid Absence Allowance when taken as time off, shall be in accordance with the following:

- a) An eligible employee may use his paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited to him provided he has given at least twenty-four (24) hours notice and his absence from work is for not less than increments of **four** (4) continuous hours and is excused for illness (when not receiving sickness and accident insurance benefits - i.e. Weekly Indemnity and Workers' Compensation Benefits) personal business, or a leave of absence for vacation purposes.
- b) Paid Absence Allowance shall be computed as follows: For non-incentive employees, base hourly rate plus COLA, applicable shift, leadhand and spare man premium, in effect on the day the Paid Absence Allowance is taken. For incentive employees, prevailing hourly rate plus COLA, applicable shift, leadhand and spare man premium in effect on the day paid Absence Allowance is taken.
- c) An eligible employee who, at the time of his next eligibility date, has not used his entire paid absence allowance credit, shall in lieu of excused absence, be paid the unused portion per paragraph (b).
- d) When an employee has failed to work the minimum hours (1,000) in the vacation eligibility year, he shall be entitled to P.A.A. as if he had worked the minimum hours for that year, reduced by five (5) percent for each (SO) hours (or fraction thereof) by which he has failed to work the minimum hours for that year.
- e) A prescribed form will be initiated by the employee when he applies for payment. Prescribed forms duly approved and received in the

Payroll Department by Monday, will be included in the pay for that week.

13.03 The vacation year shall be from July 1 through June 30. Vacations must be completed by May 31 and cannot accumulate or be taken in subsequent vacation years. Paid Absence Allowance must be completed by May 31 and cannot accumulate or be taken in subsequent years.

13.04 An employee who has earned a vacation or P.A.A. entitlement under the terms of this Article and is terminated (or quits) on or after July 1, shall receive any unpaid vacation and P.A.A. allowance due him.

13.05 When an employee has worked sufficient time to draw vacation pay and P.A.A. and dies, the authorized beneficiary or estate shall be entitled to his vacation pay.

13.06

- a) Time off will be given to all eligible employees. The Company shall notify the Union of the primary vacation period which will be a minimum of two (2) consecutive weeks in the months of July and/or August by May 1st of the year in which the vacation falls.
- b) An employee who agrees to work during the normal vacation period, or an employee entitled to vacation in addition to that scheduled through the prime vacation period, will be given preference for his vacation period in line with his seniority within his classification.

13.07 Vacation allowances shall be computed as follows: Total earnings shall mean wages received from the Company as taxable income during the twelve (12) month period ending June 30 prior to the vacation period.

13.08 Should any employee have experienced during the vacation year, a leave of absence due to illness or accident in excess of thirty (30) continuous calendar days, he will, dependent upon his length of service, be paid the greater of the applicable percentage of his total earnings or a stated number of hours pay as follows provided he has worked during the current vacation year.

Two (2) weeks vacation	80 hours pay at P.H.R.
Two and one-half (2 1/2) weeks vacation	100 hours pay at P.H.R.
Three (3) weeks vacation	120 hours pay at P.H.R.
Three and one-half (3 1/2) weeks vacation	140 hours pay at P.H.R.
Four (4) weeks vacation	160 hours pay at P.H.R.
Four and one-half (4 1/2) weeks vacation	180 hours pay at P.H.R.
Five and one-half weeks vacation	220 hours pay at P.H.R.
Six weeks vacation	240 hours pay at P.H.R.
	plus Cost of Living Allowance

Eligible employees will be paid the applicable percentage (outlined below) of their stepped incentive bonus earned during the vacation year in addition to vacation pay eligibility under Article 13.08.

Vacation Time Entitlement	% of Stepped Incentive Bonus
2 weeks	4%
2 1/2 weeks	5%
3 weeks	6%
3 1/2 weeks	7%
4 weeks	8%
4 1/2 weeks	9%
5 1/2 weeks	11%
6 weeks	12%

13.09

- 1) Vacation pay calculated on the previous vacation year paid in the current vacation year is to be included as wages in the current vacation year as per Article 13.07 of the Collective Agreement.
- 2) Clarification of vacation pay calculations in the event an employee is paid vacation pay at a time other than normal vacation period.

If in the current year an employee receives vacation pay prior to July 1st, it will be calculated on the current vacation year and will be treated as an advance of the current year vacation pay.

- 3) Vacation payslips will be issued the Wednesday prior to the second pay date following July 1st of each year.
- 4) The Company will issue the vacation pay on the Friday of the second pay date following July 1st of each year.
- 5) In the event of a scheduled shutdown, the Company will issue vacation pay on the regular pay date preceding the commencement of the scheduled shutdown but no later than provided for in (4) above.

**ARTICLE XIV
INCENTIVE WORK STANDARDS**

14.01 The Company agrees to establish incentive work standards on all productive jobs within sixty (60) working days from the start of such job(s).

Such work standards shall be established on the basis of fairness and equity, and shall provide the average experienced operator with incentive earnings opportunity at least 160% of the hourly base rate. All time studies will be made by the Snap Back Reading Methods using a second watch for elapsed time.

Standard data may be used when such data has been mutually agreed upon by the Company and the Union.

14.02 When operations are being studied for the purpose of establishing incentive work standards, the following conditions will prevail:

- a) The operator must be completely familiar with the prescribed method. When the prescribed method has been previously established, the Company shall instruct the operator in the prescribed method prior to any observations being made.

- b) The operator shall be serviced or assisted by those whose job it is to **service**.
- c) Documentation in the study will include prevailing working conditions, location of tools, equipment, types of materials, the operators can normally expect to receive.
- d) The operator will perform at incentive pace while being studied.

14.03

- a) As soon as the Company has set an incentive standard, a copy of the time study will be forwarded to the Union, and if standard data is used to establish an incentive standard then the method and all elemental times will be forwarded to the Union. In either case, a layout of the process indicating production aids, etc., will be attached.
- b) **On** all standards that have been established prior to the signing of this Agreement, the Company, upon request of the Plant Chairperson, will make such standards available.

14.04

- a) When an operation(s) is to be studied for the purpose of setting and/or changing an incentive work standard, the Company will give notice through **the** foreman to the Union Representative.

An average experienced employee will be time studied and the Industrial Engineer shall explain the prescribed method to the Foremen, Union Representatives and the employee before any studies are made.

- b) The Company will record on the study the machine cycle times except welding of all non-control stations.

14.05

- a) The Company shall post all existing job standards on **the** respective jobs and keep them up to date.

- b) The Company agrees to maintain and keep up to date an operational manual on column and portable presses that describes location of presses, stock and equipment as they were during the setting of the rate. They will be made available to the Die Setters and a copy will be given to the Union.

14.06 The incentive work standard will include all inherent delays that are identifiable and of a recurrent nature. The incentive work standard shall include an allowance of 6% rest periods and washups, 5% personal relief and fatigue, 4% for immeasurable delays.

14.07 After a work standard is established under the approved procedure, methods and job condition, the standard will not be changed unless the Company rectifies a previous mathematical error or changes the tools, equipment, methods, material or design which justifies the revision of the standard. In case of change, the local Union Time Study Representative will be informed immediately and a detailed job description of such change will be made readily available.

In case of such change, only those elements of the standard will be studied which are affected by the changes as stated above.

Operators working on any changed jobs applying the same speed, skill and effort as before the change was made, will have the same earnings opportunity as existed before the change.

The Company agrees that they will not change the standard unless the accumulated change(s) equals or exceeds 5% of the total standards. All measured change(s) will be documented and a copy will be forwarded to the Union.

14.08 It is understood that where an employee increases his earnings through his own skill and effort, including increases in feeds or speeds and is within the quality requirements, it will not be interpreted as being a change in the job content.

14.09 An incentive worker will be paid an allowance to restore his prior earnings opportunity that existed prior to when any of the following situations occur:

- a) When an employee is specifically instructed to work on any job when an off-standard condition exists.
- b) When an employee is specifically instructed to work on a job with non-standard material that limits his ability to maintain his normal incentive pace.
- c) When an employee is specifically instructed to work on a job with malfunctioning machinery or equipment. It is understood that no employee will be instructed to operate such machinery or equipment if a safety hazard exists.

In cases where an allowance is not applied, the employee will be paid 160% of the hourly rate (runtime and downtime) provided that he works at incentive pace.

During a shift, when an employee(s) request to work with an allowance as defined in 14.09 and the Foreman decided to put the fixture on downtime to attempt to have the condition corrected, and the attempt fails and the Foreman then applies an allowance, the following will prevail. Should the downtime exceed one-half (1/2) hour, all downtime related to that condition in excess of one-half (1/2) hour will be paid at 160% of base rate

14.10

- a) On a new model introduction or a model change, the pre-production rate will be 160% of the hourly rate (runtime and downtime) until the incentive work standard has been established.
- b) An incentive worker shall be paid his prevailing hourly rate on a new or revised operation until the incentive work standard has been established.

- c) When an employee is specifically instructed to train new operators, or to try out experimental operations, he will be paid his P.H.R.
- d) The payment in clauses (a), (b) and (c) will be made on Runtime and Downtime.

14.11 During a work day, provision for payment of downtime at base rate shall be provided. When downtime occurs, the operator shall place the equipment on downtime immediately. For each downtime occurrence, the operators will receive the actual downtime.

14.12 Incentive rates shall be expressed in terms of standard hours and money per 100 units produced. The incentive rates will have been established to provide a qualified operator working at an incentive pace the opportunity of earning at least 185% of the base rate stated in the Agreement

14.13 All incentive workers shall have their incentive earnings computed on the basis of their incentive performance on each job assignment performed during the work day.

14.14 Incentive earnings shall be calculated for each employee on a daily basis and posted on the following work day.

14.15 The base rate for incentive workers shall be adjusted whenever any general wage increase occurs during the life of the Agreement. The specific amount of the increase shall be factored into the base rate in a manner to insure that the sum of the base rate and the factored increase will provide the same incentive earnings opportunity that existed before the general wage increase.

14.16 In order to enable an accurate assessment of the nature and degree of any change, all time studies used in developing an incentive standard shall show all the elements into which the operation has been broken down, the method, general sketch where pertinent showing the location of tools, equipment and stock applicable to the particular group or type of

operations, and all other pertinent conditions and circumstances under which the operation was studied.

14.17 Machine or process controlled elemental time will be recorded as observed while running according to the operating procedures. Rheostats and controls shall be set **at 220%**.

14.18 All machine controlled elements in a job shall be inserted in the work standard by levelling the machine controlled time at 160%.

14.19 When manual elements of work and a machine-controlled element occur simultaneously, the controlling time to be used as the elemental allowance time will be determined after the times are levelled and fatigue and personal factors applied. However, this clause will not restrict the Company to one-man, one-machine operations.

14.20 Manually controlled elements will be levelled to one hundred per cent (100%) of normal performance.

14.21 Elements that occur at less than one for one will be entered as per occurrence.

14.22 Observed time for elements of manual work, including those which may be performed internally or externally in conjunction with machine or process controlled elements will be performance rated using walking three (3) miles per hour and dealing with twenty-six (26) cards in fifteen (15) seconds as normal or 100%. Performance ratings will be recorded in increments of five per cent (5%)

14.23 Whenever a new job or operation other than a pre-production job or operation as defined in Section 14.10 (a) is added to the incentive structure, the parties agree the incentive earnings opportunity should provide a return consistent with the work standards then in effect so that the same effort will yield an equitable earnings opportunity for the employees affected.

14.24 Disputes on incentive work standards will be handled in the following **manner**.

- a) Prior to a written grievance on incentive work standards, the Union will have the right to a full investigation including Time Study by the Union Time Study Representative(s) if requested by the Union.
- b) If as a result of (a) a dispute exists and after notification to the Supervisor, it will be appealed to the Industrial Engineering Manager or his designate at Step II of the grievance procedure.

If upon such reply, the answer is not acceptable, the grievance will proceed immediately to Step III agenda meeting, at which the Industrial Engineering Manager or his designate **will** be present.

If the decision at Step III is not satisfactory to the Union, the Union has the right to process the grievance to Step IV arbitration.

14.25 The company agrees to train (1) Union Time Study Representative for each shift. Further representation to be agreed to by the parties. The training program is to be jointly approved by the parties. The Company agrees to train one (1) additional representative to be used for attrition and/or as an alternate.

14.26 Each Union Time Study Representative will be paid by the Company at his prevailing hourly rate, for authorized time spent in standards disputes.

14.27 The time study training will be of such a nature that when the training is complete, the employee will be qualified and conversant with all phases of the time and methods study procedures as they apply in this Plant.

14.28 Each Local Union Time Study Representative will be paid by the Company for the time which it is necessary to him to lose from his regular duties, in order to attend any jointly approved training courses.

14.29 The Company also agrees that each Union Time Study Representative will remain a member of the Bargaining Unit and will not in any way induce or coerce him to leave the Bargaining Unit as long as he retains his position as Union Time Study Representative.

14.30 The Union Time Study Representative shall have complete access to the time study records and equipment pertaining to his official duties.

Two stop watches and their clipboards will be supplied to each Union Time Study Representative. When he quits or is removed from office, he will return the equipment to the Industrial Engineering Department.

14.31 In the event a major changeover in the Press Shop or Assembly becomes necessary during a scheduled work day, the employees affected will be assigned other available work and paid accordingly. Those employees assigned to assist the changeover will be retained on a seniority basis and paid prevailing hourly rate.

A major changeover is completed when the job is first placed on green light. For the first two (2) hours after the major changeover is completed, the job will be given a 10% bonus on to the rate.

In the Press Shop, payment of P.H.R. will only be paid when an employee is assigned to assist in the changeover of his paypoint. P.H.R. will not be paid when an employee is reassigned to assist in the changeover of another paypoint.

ARTICLE XV SKILLED TRADES

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

15.01 Skilled trades for the purpose of this agreement shall be detailed in the following classifications.

Carpenter/Painter
Maintenance Mechanic Millwright
Pipe Fitter
Sheet Metal/Welder
Motor Mechanic
Stationary Engineer - 2nd
Electrician/ Electronics/ Construction and Maintenance
Tool and Die Maker

15.02 Seniority in the skilled trades departments shall be by non-interchange-able occupations or trades within a department(s). Seniority lists shall be by basic trades or classifications.

15.03 Employees presently working under classification or group listed under Article 15.01 of the Agreement shall have their total seniority in their trade classification or group.

Future employees entering the trades classification or group shall have date of entry seniority in the skilled trades as listed under Article 15.01, except in the case of apprentices whose seniority is covered in the apprenticeship agreement.

A successful applicant (from a non-skilled group) of a job posting into a skilled trades classification will have as his date of entry seniority the date the posting went up.

15.04

1) Production workers will not carry seniority into the trades or classification listed under Article 15.01 nor will skilled trades workers exercise seniority into production or non-production groups except where a classification listed under Article 15.01 is discontinued or eliminated. Such employee will then exercise his total plant-wide seniority for the purpose of displacing a junior employee in the classification for which he is qualified or shall

exercise his total plant-wide seniority in the general production or non-production group under the General Agreement.

- 2) Should a skilled trades employee become medically unfit and unable to follow his skilled trade, both the Company and the Union will cooperate in endeavouring to place such an employee on a job he is capable of performing in accordance with Article 8.19 and he will carry his total plant-wide seniority to such job.

In the event that an employee removed from a skilled trades classification is subsequently cleared to return to such classification, he will be returned with no loss of seniority provided he exercises such election within fourteen (14) days of his receipt of medical clearance.

15.05 The term "journeyman" as used in this Agreement shall mean any person:

- a) Who holds a journeyman's classification in a skilled trades occupation, or
- b) Who has served a bona-fide apprenticeship of four (4) years - 8,000 hours (9,000 hours for Electrician/Electronics, Construction and Maintenance) and holds a certificate which substantiates his claim of such service, or
- c) Who has eight (8) years of practical experience in the skilled trades classification in which he claims journeyman's designation and can prove same, or
- d) Who holds a CAW-UAW Journeyman's Card, or
- e) **Who holds an Ontario License, certificate of qualification, or certificate of Apprenticeship issued by the Ministry of Colleges and Universities Apprenticeship Branch, provided he/she qualifies under (b) and (c) above.**

- f) Before hiring the Company will provide the Union with the basis of its determination under this section including a review of any data used in such determination such as evidence of apprenticeship or any other qualifying data. The skilled trades Committee person will be present during such review. However, a fifteen (15) day grace period will be granted if necessary, or longer if agreed to by the parties but in no event will the extension exceed the employee's probationary period.

15.06 Any further employment in the skilled trades occupations, after the signing of this Agreement, shall be limited to journeyman and apprentices, except as provided in Article 15.07.

15.07

- 1) During any period when journeymen are unavailable it is agreed that non-journeymen employees whose duties shall be to supplement the duties of a journeyman, may be hired or transferred on a temporary basis into a skilled trades classification, and shall be known as supplemental employees.
- 2) The opportunity to work as a supplemental employee shall be offered first to seniority employees with present and adaptable skills, second to any laid-off employee with seniority who has the present ability or an adaptable skill to do the work. If there are no laid-off employees eligible, new employees may be hired on a temporary basis.
- 3) When a journeyman becomes available, either by hire, transfer, or graduation of any apprentice in a skilled classification to which a supplemental employee has been assigned, such journeyman will replace the supplemental employee who shall then be laid-off or returned to his original department.
- 4) A supplemental employee shall not accumulate seniority within the skilled trades classification but shall accumulate plant-wide seniority and may exercise such plant-wide seniority to return to his former job or to apply for vacancies in the plant as provided elsewhere in this Agreement.

- 5) Supplemental employees shall receive ten cents (\$.10) per hour below journeyman's rate of the classification or trade.
- 6) Supplemental employees shall not be permitted to work overtime until all the employees in the trade or classification being supplemented are given the first opportunity.
- 7) A supplemental employee will have seniority in respect to other supplemental employees assigned to a given classification.
- 8) When an employee is transferred or hired as a supplemental employee he will be identified by the Company to the skilled trades Committeeperson prior to starting work within the skilled trades.

15.08 LAYOFF

In the event of an increase or decrease in force in any skilled trades classification as designated in Article 15.01, the following procedure shall apply.

- a) Supplemental employees will be first laid-off from their skilled trades classification, to be followed by probationary employees.
- b) If any further employees are to be laid-off from any skilled trade or classification as listed in Article 15.01, such employees will be laid-off in order of their seniority in such skilled trade or classification.
- c) Recalls shall be in the reverse order of layoff.
- d) Employees affected by a layoff or cutback in manpower as per (a) and (b) above, shall be considered over new hires to till an open requisition at the Personnel Department.
- e) The provisions of Article 10.07 of the General Agreement will apply to Skilled Trades employees,

15.09

- 1) A leadhand of skilled trades employees shall be defined as one who is a skilled trades employee who, while engaged in his regular skilled trades occupation, leads or processes the work of two or more employees but not more than fifteen (15) employees.
- 2) A leadhand shall not have any special rights regarding seniority, hours of work, etc. Only a journeyman shall be considered as a leadhand in his respective trade, on the understanding that this does not prohibit such leadhand from leading other skilled trades groups.
- 3) The rates for leadhands are detailed in clause 16.06 of the General Agreement.

15.10 The work of a skilled classification shall not be done by employees outside the classification, except under the supplemental employee concept outlined elsewhere in this article.

15.11

- a) In the event the Company may acquire some advanced type of machinery or equipment that would call for special servicing by an employee of the appropriate skilled trade, it is agreed that sufficient employees will be given the advantages of taking instruction as may be needed, by any method as determined by the Company, so that the employee may become familiar with the necessary repair and maintenance techniques required.
- b) Such training will involve no loss of pay to any employee.

15.12 When a machinery breakdown occurs and loss of production is imminent, skilled trades employees will work through rest or lunch periods to correct the breakdown. When the breakdown has been corrected the employee will receive his complete rest or lunch period.

15.13 There shall be no numerical or alphabetical classifications within the skilled trades.

15.14 The Company agrees to deduct dues as may be authorized by the CAW Canadian Region Skilled Trades Council from the skilled trades journeymen. Such deductions shall be made at the same time as the regular union dues and thereafter on an annual basis in the month of January. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Local Union.

15.15 The Company agrees that established past practice of shift preference by seniority will remain in effect as per a separate memorandum of agreement which forms part of this Collective Agreement.

15.16 The Company will provide two (2) pair of coveralls or shop coats per week (employees' preference) to all Skilled Tradesmen. In addition to this, the Company will, upon request, continue to supply coveralls to employees who may be assigned to dirty, greasy jobs.

15.17

- a) The Company will repair or replace damaged or broken tools that are turned in to the Company provided there is no negligence or abuse on the part of the seniority employee and provided (b) has been complied with.
- b) The Company shall, upon request, provide a form to be filled out in triplicate for the purpose of recording tools of employees. The employee shall be responsible for ensuring that this form is properly filled out including all additional tools that may be acquired in the future. The employee shall retain one (1) copy of the list, and one (1) copy shall be given to the Skilled Trades Committeeperson and the Company.

15.18 In regards to the rotation and training of skilled trades employees within the plant, the Company recognizes that it is in the best interest of the skilled trades employee to have familiarization with all aspects of the machinery, tooling and fixture repair.

Therefore, within reasonable limits, employees will be rotated as far as possible in line with production requirements.

The Company agrees to the practice of rotating 10% of skilled trades persons through area assignments in the Press Shop, Assembly and Anchor/Building areas where applicable, on the dates the 3 month shift assignments take effect.

15.19 The Apprenticeship Agreement is a separate document and is part of this Collective Agreement.

15.20 The Company will supply special tools and measuring instruments to the Skilled Trades employees.

As the need arises, the above will be replaced or supplemented with metric sizes.

In a reasonable period of time following the signing of the Collective Agreement, the Company agrees that Skilled Tradesmen will be given the opportunity to purchase new tools through the Company at wholesale prices.

15.21 VACATION PREFERENCE

- a) It is understood that for vacation purposes, seniority will be plant-wide for those employees in the skilled trades so affected i.e. an employee shall be able to exercise his total plant seniority to obtain vacation preference, while he is a Skilled Trades employee.
- b) When applying the above and it is necessary to supplement (on a one to one basis) the skilled trades classifications using outside contractors for prime vacation period (months of July and August) replacements or replacing skilled trades employees on training, the provisions of Article 15.24, Outside Contracting, will not apply.

15.22 LINES OF DEMARCATION

Where disputes have been resolved pertaining to normal duties and responsibilities in the Skilled Trades area, they will be recorded and used in the future as guidelines for resolving any future disputes of the same or similar nature.

15.23 LIFTER AND EJECTOR WORK

Lifter and ejector work as it relates to dies will become the responsibility of the Tool Room on the following basis:

- a) When a die is in the Tool Room for repair or at the conclusion of a production run, **the Tool and Die Makers will repair lifter and ejector arms and remove/replace electrical devices and ejectors.** During this period, broken hose fittings may be replaced by that classification for the purpose of checking the ejector operation before the die leaves the Tool Room. If an air cylinder needs to be completely replaced at this time, the work may be performed by a Tool and Die Maker. All repairs to air cylinders will be performed by the Machine Repair classification. **With the exception of the above,** any work presently performed by the Sheet Metal classification as it relates to dies, will continue to be performed by that classification.
- b) Section (a) above will apply up to the commencement of a production run. At this point the following exemption will be implemented. The internal repairs to cylinders and all repairs and replacements of air hoses and fittings will be performed by Machine Repairman in the normal manner.
- c) Any electrical work at any time will be performed by the Electrician/Electronics/Construction and Maintenance classification.

15.24 OUTSIDE CONTRACTING

The following will confirm the Company policy regarding the performance of maintenance or trades work with our own employees and equipment.

It is recognized that at times and for varying reasons, it is not considered practical or advisable for certain work to be performed by our own Company. The Company must, therefore, reserve the right to decide how and by whom any work is to be performed and this Article is not to be regarded as affecting that right.

If the Company has the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits, it is the Company's intention and desire to keep such work within the Company.

However, no skilled trades employee will be laid off while there is work available that he can perform within his classification.

Prior to using outside contractors, the Company will first advertise, then exhaust all avenues, offering all available hours to the trades employees.

When outside contractors are working at the Budd facility, bargaining unit employees in comparable classifications will be scheduled for at least the same number of hours as those worked by the outside contractor's employees.

In the event of a major layoff of Skilled Trades, the Company will retain the required Skilled Trades for any preventative maintenance program that is in effect.

If the Company finds it necessary to contract out maintenance or trades work performed by its own employees, the Company will notify the Union in advance of such work being performed and the Company will describe the general nature of scope, including estimated trades and manpower involved, approximate dates within which the work is to be performed and why the service of outside contractor(s) is being contemplated at such time.

The Union will be permitted to have members of the appropriate skilled trades attend any such meetings.

15.25 When the Company is considering the introduction of technological change affecting Members of the Bargaining Unit, the Union shall be notified and kept up-to-date as new developments arise and modifications are made.

The Company agrees to provide for continuing consultation and co-operation with the Union in respect to relocation and/or retraining of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

**ARTICLE XVI
GENERAL PROVISIONS**

16.01 Should an employee request time off from his supervisor or alternate for personal relief, a substitute will be provided.

16.02 WORK FORCE INFORMATION

The Company will inform the Plant Chairperson or his designate of any impending layoffs or recalls or major increases in the work force.

16.03 Non-supervisory employees of the Company, who are not covered by this Agreement, shall not perform any of the work regularly performed by employees covered by this Agreement.

16.04 SPARE CLASSIFICATION

Employees so classified, will be subject to all the terms of the Collective Agreement and will be paid ten cents (\$.10) per hour above the earnings of the job on which he is working.

The classification shall be subject to Job Postings as outlined in Article VIII.

16.05 LEADHAND

The leadhand leads a group of people in a particular classification. He performs the regular duties of the group and in addition, assigns work to the individual under his direction. He reports directly to the Supervisor of the department and will not be involved with the hiring, separation, or formal disciplinary procedures of the Company. He shall be subject to all the terms of the Contract.

16.06

- a) The non-incentive leadhand, while leading, shall receive thirty-five (\$.35) cents per hour above his present rate or above the highest rate of any classification in the group which he leads, whichever is greater.
- b) The incentive leadhand, while leading, shall receive P.H.R. or fifteen cents (\$.15) per hour above the average rate of all the paypoints he leads, whichever is greater.
- c) The ratio of leadhands to other employees on overtime will not exceed one (1) to fifteen (15) or part thereof.
- d) When it becomes necessary to lay off a leadhand(s) due to a reduction in the workforce, seniority will be the determining factor and the most junior leadhand in the departmental classification will be laid off. This does not preclude the right of the Company to demote or promote leadhands, nor will the provisions of Article 8.16 apply to leadhands.
- e) Any employee returning from the position of leadhand will, seniority permitting, displace the most junior employee in his departmental classification, failing that he will exercise his seniority in accordance with Article 8.06.
- f) Any employee laid off from his original classification to another classification within his department and is subsequently made up as leadhand, will have the option to refuse the recall to his original classification.

- g) An employee may be made up as a temporary leadhand to cover for leadhand absenteeism or for an off-shift situation. He will be paid as per paragraphs (a) or (b) above. He will be returned to his former job at the completion of the assignment.

Any employee who is made up as a temporary leadhand may participate in leadhand overtime similar to a regular leadhand. When the low man concept applies, he will assume the highest leadhand hours in the department he moves to. On return, he will assume the highest hours in his ownership or 10.03(4) for less than 10 days if applicable. He will not be eligible for non-leadhand overtime for the same period he was eligible for leadhand overtime.

Whenever a vacancy occurs in a leadhand position other than a temporary vacancy, the Company will make up a permanent leadhand to till the vacancy.

- h) (i) When scheduling leadhands to work non-leadhand overtime, they will be the last in their classification in their department to be asked.

(ii) If it becomes necessary for a department to ask employees from another department to work overtime, the leadhand of that department will be asked to work overtime in accordance with their overtime hours i.e. as per Article 10.03(2).

16.07

- a) **Leaders report directly to the Supervisor of the department and will not be involved with the separation or formal disciplinary procedures of the Company. He shall be subject to all the terms of the Collective Agreement.**
- b) **Leaders will equalize overtime individually, within their respective classification and/or their area ownership.**

- c) **When scheduling Leaders to work non-leader overtime, they will be the last in their classification in their department to be asked.**

d) Skilled Trade Leaders

(i) A leader of skilled trades employees shall be defined as one who is a skilled trades employee who, while engaged in his regular skilled trades occupation, leads or processes the work of two or more employees but not more than fifteen (15) employees.

(ii) A leader shall not have any special rights regarding seniority, hours of work, etc. Only a journeyman shall be considered as a leader in his respective trade, on the understanding that this does not prohibit such leader from leading other skilled trades groups.

16.08 AIR HOSES

- a) The construction of new air hoses for use in the Press Shop and the connection of same, will continue to be performed by Die Setters. This practice will be limited to the initial set-up of press lines when required. After the initial set-up when the line is in production, air hoses will be maintained and/or replaced by Machine Repairmen in the usual manner.
- b) The transporting of active dies is the job of a Die Setter. We agree from time to time, the Die Storage Attendant will have to go outside and bring in a die related to Toolroom functions on the off-shift because it was not scheduled for the "A" shift or was not done by the "A" shift Die Setter.

Normally the Die Storage Attendant will take and receive dies from the drop-off area, located by steel receiving.

It is also agreed, that first thing on "A" shift, if the Die Setter has got excessive work, the Die Storage Attendant will work with him, by locating the blocks to go under the die until he gets caught up.

16.09 CHANGE OF ADDRESS

Employees shall notify the Personnel Department and the Union within five (5) working days of any change of address and phone number; such notice to be given by registered mail or in person, and they shall receive a receipt from the Company that such notice has been given. The Company shall be entitled to rely upon the address shown upon its record in the Personnel Department. Employees with unlisted phone numbers are responsible for advising appropriate management personnel of their phone numbers.

16.10 BULLETIN BOARDS

The Company will furnish bulletin boards, both inside and outside each cafeteria, for the Union's use. The Union will submit all notices to the Labour Relations Manager, or his designate, prior to posting on such boards.

The Company will also set up publication racks at suitable locations. These racks will be used by both Company and Union to enable employees to receive official publications. The Union will submit such publications to the Labour Relations Manager prior to circulation.

16.11 PREVAILING HOURLY RATE (throughout)

- a) Incentive employees - Prevailing hourly rate is the average hourly rate earned, not including overtime premium or shift premium, for the hours worked during the last pay period prior to the period for which the prevailing hourly rate applies. Employees who have worked all their hours in a week at P.H.R. will not have their P.H.R. reduced for that week.
- b) Non-Incentive employees - Prevailing hourly rate is the current hourly rate not including overtime premium or shift premium in

effect immediately prior to the period for which the prevailing hourly rate applies.

- c) All premiums applicable to the period for which the prevailing hourly rate is paid, will be paid in addition to the prevailing hourly rate.

16.12 CUSTOMER OR SUPPLIER FACTORY VISITATION BY PLANT PERSONNEL

- a) Employees performing work at a customer's or supplier's plant, will be paid their prevailing hourly rate for hours worked, and the applicable premium for the travelling if done outside the employee's regular working hours.
- b) The employees will be paid reasonable expenses for accommodation and meals providing a receipt is submitted.
- c) The employees will be paid a gas allowance in accordance with the mileage rate established by the Company when authorized to use their own cars.
- d) The employees involved in these situations to be selected from the classification first.
- e) For the purpose of equalization: An employee who works overtime at a customer's or supplier's plant, will not be charged with those hours. He will be charged with those hours he would have been offered had he been in our plant.

It is not the intent of the Company or the Union to penalize employees when they are performing Company business. (e.g. training, vendors, suppliers, O.E.M.S.)

Therefore, those employees out of the plant for these purposes will only be charged with hours worked outside the plant. The Company will notify stewards, no later than Monday by 9:00 a.m., on what hours are to be charged to those individuals.

16.13 PAYMENTS

- a) Where a shortage in an employee's pay exceeds thirty-five dollars (\$35.00) gross and the error was not one where the employee was at fault for not notifying the Supervisor of facts (in accordance with prescribed procedures) that would have prevented the error, then the Company will, upon request of the employee, pay on a cash basis.
- b) Employees will be paid on a weekly basis.

16.14 The Company will supply the Union with a list including the classifications to which coveralls are being supplied at the Company's expense, as of the date of this Agreement. The Company agrees to continue such practice during the term of this Agreement.

16.15 FLASH CURTAINS

The initial construction and installation of flash curtains will be performed by an appropriate skilled trades. Thereafter, the make-up and hanging of flash curtains will be done by Labourer-Janitors.

16.16 TUITION AID

The Company agrees to continue its employee tuition program for the life of the Collective Agreement.

16.17 JOINT ORIENTATION PROGRAM

The program as established will continue through the life of this Agreement. Any revisions to the program will be limited to those subjects agreed to by the Company and Union.

The program does not limit any other communication by Management with its employees or the Union with its members and the program will not be subject to the Grievance procedure.

16.18 Subject to Part I of the Income Tax Act, an employee's income for a taxation year from employment is the wages and other remuneration received by him in the year.

“Received by him in the year” is interpreted to mean credited to the employee’s bank account within the calendar year commencing January 1st and ending December 31st.

16.19 OUTSOURCE OF PRODUCTION JOBS

It is the Company’s intention to continue its present practice to meet with the Union when the need arises to outsource production jobs. It is the Company’s intent to explain the reasons, which jobs, and the estimated time such production jobs would be outsourced.

16.20 FOUL WEATHER GEAR

The Company will continue the established practice of supplying winter coats to employees who are required to work outside on a regular basis and will also continue to supply, when necessary, rainhats, boots, coats, and winter coats for employees required to work outside.

The Company will continue the practice of arranging a supplier of coveralls for any employee who wishes them at his own cost.

16.21 The Employee Relations Manager or his designate will supply to an employee, upon written request, information as to time, date, place and wages pertaining to his Workers’ Compensation case.

ARTICLE XVII HEALTH, SAFETY AND WORKING ENVIRONMENT

The Company recognizes its obligation to provide a safe, healthful working environment for all employees.

The Union recognizes its obligation to co-operate in maintaining and improving a safe and healthful working environment.

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

17.01 SAFETY REPRESENTATIVE

- a) The Company agrees to recognize one (1) **elected** Safety Representative.
- b) The amount of time necessary for the Safety Representative to function, shall be determined on the basis of the number of employees in the plant in accordance with the following schedule.

Number of Employees	Hours per Week
1,001 or more	40
1,000- 751	32
750- 501	24
500- 251	16
Less than 250	8

- c) The Safety Representative will be paid at the rate of the highest paid skilled trade classification plus fifteen cents (\$.15) per hour.
- d) The functions of the Safety Representative shall be conducted on the "A" shift, and shall exclude any overtime hours.
- e) Preferential seniority will be granted to the Safety Representative as outlined in Article 8.17 of the Collective Agreement for the purpose of layoff and recall.
- f) Union officials sitting on the Joint Health and Safety Committee, shall consist of the Safety Representative described above, plus four (4) additional Union Representatives appointed by the **Bargaining Committee every three years.**

17.02 FUNCTIONS OF SAFETY REPRESENTATIVE

The functions of the Safety Representative will be as follows:

- a) Meet at least once per month or more frequently as mutually agreed upon, at a mutually agreed time and place with Company health and safety representative(s) to review health and safety conditions within

the plant and to make recommendations as are deemed necessary or desirable.

- b) Make weekly inspections of the plant with Company health and safety representative(s) to ensure there is a safe, healthful and sanitary working environment.
- c) For purposes of making safety and health inspections, the National Union Safety and Health staff representatives will, with advance notice, have access to plant and locations where members of the Union are employed.
- d) Receive prompt notification of any fatalities or serious injuries resulting from work-related accidents and in addition to be informed of major accidents that did not result in serious injury but indicate a high potential for such.
- e) Receive all accident report(s) covered in (d) above.
- f) Review, recommend, and participate in the development of plant safety education and information programs and employee job-related safety training programs.
- g) The Company will make available up-to-date sampling and monitoring equipment for measuring noise, carbon monoxide, and air flow, and will train the Union safety representative in their use.

When the conditions in the plant indicate it is necessary to conduct tests with such equipment, such tests will be performed jointly at the request of Company or Union safety representatives.

- h) Accompany Government health and safety inspector(s) during his regular inspections or as requested by the Union and receive a copy of an order(s) issued by the Government inspector(s) as a result of such inspection.

Will receive copies of any other reports by anyone other than those listed above prior to such reports being posted on plant bulletin boards.

- i) Receive a copy of any pictures taken during a joint investigation of any accident, safety-related incident or condition.

17.03 In addition to the Joint Health and Safety Meetings referred to in Article 17.02(a), at the request of either party, the Joint Committee will conduct special meetings at a mutually agreeable time to review other safety matters such as:

- a) Chemical data sheets and any problems that may arise in the use of chemicals in the plant.
- b) Accident Investigation Reports - for the purpose of developing recommendations to prevent similar accidents from occurring.
- c) Safety-related work orders, Safety Department written directives and Departmental Health or Safety issue(s) which have not been acted on for a two week period after proper notification was given to the department head involved. In such cases, the department head will be required to attend a meeting to advise the Joint Committee of any reasons for the delay in addressing the issue(s).
- d) Items reviewed at a Joint Health and Safety Meeting referred to in Article 17.02 for which an action plan, including dates of completion, has not been received within a one month period of the Committee issuing a directive. In such cases, this matter will be forwarded to the Production Manager and the Local Plant Chairperson for correction.

17.04 NECESSARY PROTECTIVE EQUIPMENT

The Company will continue as in the past to provide at no cost to the employee, necessary protective equipment, devices and clothing.

17.05 TOXIC MATERIALS

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

17.06 MEDICAL FACILITIES

The Company agrees to provide adequate medical facilities and to maintain staff at its present level of competency. The Company will staff the Medical Centre with a competent person(s) on weekend overtime when Press Shop line(s) or assembly module(s) are scheduled.

17.07 EXPOSURE TO HARMFUL AGENTS

- a) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also to provide the specific tests required for employees in jobs with special physical requirements.
- b) Provide to each employee or his physician, upon written request of the employee, a complete report of the results of any such tests or examinations, and will review the test results with the employee prior to release.

17.08 The procedures established in this Health and Safety Program shall not preclude the right of any employee to file a grievance at Step I of the Grievance Procedure. The primary responsibility of resolving differences involving health and safety matters remains with the Management and Bargaining Committee.

17.09 No employee will be disciplined in the event that he has complied with The Occupational Health and Safety Act, as at January 1, 1996.

Health and Safety in the Plant will be applied as per the Ontario Occupational Health and Safety Act in force as of January 1, 1996.

- 1) The Company shall ensure that all employees are informed that they have the right to refuse work which may harm them or any person and that signs are posted in the workplace advising of this right.
- 2) If a worker exercises his/her right to refuse he/she shall notify his/her supervisor, who then will notify a Union member of the Joint Health and Safety Committee. He/she shall stand by in a safe place and participate fully in the investigation of the hazard.
- 3) The Union Co-Chairperson or his/her designate shall fully participate in the investigation at every stage and may recommend a solution to the problem.

EMPLOYEE'S RIGHT TO WORK SAFELY

- 4) (a) No employee shall be discharged, penalized, coerced, intimidated or disciplined for acting in compliance with the Ontario Occupational Health and Safety Act, in force as of January 1, 1996, its regulations and codes of practice and environmental law, regulations or codes of practice.

(b) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing to work on a job or any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to him/herself, a fetus, workmate, or the public or where it would be contrary to the applicable Federal, Provincial or Municipal health and safety or environmental laws regulations or codes of practice.

(c) For the employee who refuses work under this Article and all employees affected by the refusal and any direction under Article XVII, there shall be no loss of pay, seniority or benefits during the period of refusal.

17.10 PERSONAL PROTECTIVE EQUIPMENT

- a) **The wearing of safety glasses and safety shoes is compulsory throughout the plant and this rule is a condition of employment.**
- b) **The Company will purchase the first pair approved prescription safety glasses that conform with CSA Industrial Safety Glasses Standards provided such glasses are purchased through a participating provider service recommended by the Company (example Sears).**

Employees may purchase required safety glasses through a provider service of their own choice in which case the following reimbursement schedule will apply:

Single Vision	\$50.00
Bifocal	70.00
Trifocal	95.00

The Company will also participate as provided above where a new prescription for industrial safety glasses is required. There will be no duplication of payment.

The Company shall repair, or cause to be repaired without cost to the employee, approved prescription safety glasses that are accidentally damaged during the course of his employment. Replacement will not be made for breakage due to personal negligence or carelessness.

The Company will provide non-prescription safety glasses for all employees and will repair, or cause to be repaired without cost to the employee, any safety glasses that are accidentally damaged during the course of employment.

- c) **The Company will participate in the purchase of approved Safety shoes to the extent of eighty-five dollars (\$85.00) toward one (1) pair of safety shoes per employee during any one (1) calendar year. For employees of the Shipping Department who are required to work outside on a regular basis, the Company will participate in the purchase of winter safety shoes to the extent of eighty-five dollars**

(\$85.00) towards the purchase of one (1) additional pair per employee during any one (1) calendar year.

- d) The wearing of hearing protection will be compulsory in those areas designated and is a condition of employment.
- e) The Company will provide hearing protection at no cost to employees and will replace, repair, or cause to be repaired without cost to the employee, any hearing protection that is accidentally damaged during the course of employment if not due to personal negligence or carelessness.

17.11 UNSAFE CONDITION

- a) Any fixture or jig or moving machine which is in an unsafe or hazardous condition, shall be "red tagged" until it is made whole.
- b) The following procedure for correction of unsafe conditions caused by malfunctions will apply plant-wide. It is the intent of the parties to use sound judgment and common sense in its application.
 - 1) When an unsafe condition is observed by any person, the production foreman having jurisdiction over the equipment in question will be paged over telecontrol to the location and corrective action will be initiated immediately. Examples of unsafe conditions are:
 - (i) Press drifting
 - (ii) Presses or fixtures double cycling
 - (iii) Hazardous conditions caused by machinery malfunction.
 - 2) The production of parts will cease at that point and no part will be loaded into the press until it is made safe, unless it is absolutely necessary in order to cycle the press for testing purposes.

- 3) The production foreman may cycle the press in order to observe the hazard. In any event, he will contact the maintenance foreman in charge of the area and advise him of the situation. An electrician and machine repairman will be paged to the location or assigned by the maintenance foreman.
- 4) The skilled tradesman will cycle the equipment the necessary amount of times in order to make an evaluation with the maintenance foreman present. The operator or the person who first observed the hazard will also be present.

No unskilled employees will operate such equipment or assist trades in any way until skilled trades gives the equipment back to production.

- 5) If any one of either the maintenance foreman, the electrician or the machine repairman determines that a hazard exists, the machine will be "locked out" and a tag will be dated and signed by one of the tradesmen and the maintenance foreman and placed in position.
- 6) The tradesmen will check and test all devices on the equipment that may be responsible for the existing malfunction. All necessary repairs will be effected. (Check Sheet).
- 7) In the event the job carries into the next shift, the original danger tag will remain in place and the machine will be "locked out". The next tradesman and maintenance foreman will date and sign another danger tag and follow the same procedure.
- 8) If it is found that the hazard must be corrected by a major repair which will take more than two (2) shifts, the electrician will remove the main fuses and deposit them in the maintenance office. He will danger tag the main disconnect accordingly.

- 9) When the job is finished, the tradesman will call his foreman and the production foreman back to the press. The equipment will be cycled as necessary to establish that the hazard has been corrected.

The maintenance foreman, production foreman, electrician, and machine repairman will mutually agree that the equipment is safe within the confines of present day technology before the danger tags and "lock out" are removed and the press is handed back to production.

- 10) In reference to Section 5 above, if all representatives of the maintenance department agree that no hazard exists and a disagreement prevails, a Union member of the Joint Safety Committee will be brought to the location. The matter will be discussed in detail with the people concerned. This will not prevent the job from continuing with another seniority employee providing he is advised as to the reason the job was shut down.

- 11) None of the foregoing will effect an employee's rights as outlined in Article 17.08 of the Collective Agreement.

- (c) The Company will install a "lock out system" on machinery and equipment in conformity with the Department of Labour Standards. The Company will set up a training program for employees utilizing the "lockout system".

17.12 INJURIES IN THE PLANT

Employees injured in the plant who are treated in the Medical Centre and returned to work on the same shift, shall sustain no loss of earnings for the time lost during that shift. Employees booked off to be sent home or to the hospital because of industrial accident or industrial illness, shall be paid the prevailing hourly rate for the balance of that shift including any scheduled overtime. **Employees who continue working on light duty, will be entitled to prevailing hourly rate while working the four (4)**

consecutive calendar days immediately following the date of the injury.

17.13 An employee who sustains an injury in the plant shall be paid his prevailing hourly rate for the time lost on his shift the following day and on subsequent days if after reporting to the Medical Centre he is first cleared to begin work and later instructed by the Medical Centre to obtain immediate outside medical attention. The Company will supply and pay for transportation to the hospital or doctor's office, and then to the employee's home if required.

17.14 The Company will supply a mobile ambulance-type stretcher for emergency purposes.

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

17.16 TRAINING IN THE PRESSMAN CLASSIFICATION

a) An employee entering the Pressman classification without previous formal training in that classification, or in any case where an employee has not worked as a pressman for a period of one (1) or more years and is transferred to that classification shall be required to participate in a five (5) day training program established by the Company.

Should an employee be transferred into Pressman classification within the above-mentioned one (1) year period, he will be reinstructed on the safety procedures incorporated in the Press Department, as established by the Joint Health and Safety Committee prior to being assigned to perform work in that classification.

During the period of training, seniority employees will not own a paypoint and will be paid the pre-production rate for runtime and downtime, (including any assignment paying base rate) or the rate of the job whichever is greater. New employees will be paid base rate or the rate of the job whichever is applicable.

b) When employees are assigned to an area with which they are not familiar (e.g.) any automated job in assembly or press shop, the blankers, etc., they will be given an overview of the safety procedures unique to the area.

17.17 The Company will train and educate those involved (Pipettters and Labourer/Janitors) in the use of chemical agents as per the Occupational Health and Safety Act **in force as at January 1, 1996.**

17.18 When there is an accident or near mishap, or when there is a safety-related work refusal, the Company or Union Safety Representative contacted, when reasonably practical, will make every effort possible to contact his counterpart before beginning his investigation of the incident.

ARTICLE XVIII BENEFITS

18.01 BENEFITS INCLUDED

Eligible employees covered by this Agreement shall receive the death and dismemberment plan, a group non-occupational sickness and accident plan, a prescription drug insurance plan, the Ontario Health Insurance Plan with a supplementary semi-private plan, a dental insurance plan, visual care plan, a home nursing plan, prosthetic appliances, chiropractic services, durable medical equipment plan and a hearing aid expense benefit program.

All are subject to and in accordance with the terms and conditions as set out in this article and in said plans.

18.02 PREMIUMS

The Company agrees to assume responsibility for one hundred percent (100%) of the premium rates plus any and all increases during the life of the collective agreement for eligible employees which are or may be established for any of the foregoing plans (or any insurance plan or

program established by government legislation which replaces in part or in full, any of the foregoing plans.

If there is a reduction in premium cost of any of the foregoing plans for any reason, including the introduction of any insurance plan or program established by government legislation, any saving resulting from such reduction shall accrue to the benefit of the Company, notwithstanding any legislation to the contrary.

18.03 BENEFIT PLANS AND WORKERS' COMPENSATION REPRESENTATIVE

- a) The Company agrees to recognize **one (1) W.C.B. and one (1) Benefit Representative who will be elected or appointed.**
- b) The Workers' Compensation Representative will be paid at the rate of the highest paid skilled classification plus fifteen cents (\$.15) per hour.
- c) The amount of time necessary for each representative shall be determined on the basis of the number of employees in the plant in accordance with the following schedule:

Number of Employees	Hours per Week
1,001 or more	40
1,000-751	32
750-501	24
500-251	16
less than 250	8

- d) The functions of the Representatives shall be conducted on the "A" shift.
 - (i) Preferential Seniority will be granted to the Representatives as outlined in Article 8.17 of the Collective Agreement for the purpose of layoff and recall.

(ii) When it is necessary for the Representatives to speak to an employee about a benefit plan matter, he will make prior arrangements with the employee's supervisor to do so.

(iii) **The Plant Chairperson** shall advise the Company Employee Relations Manager in writing of the name of the **W.C.B. and Benefits** Representatives. No representative shall function until the Company has been so advised.

Functions

The functions of the Local Representatives are limited to matters pertaining to the Pension Plan, Insurance Programs, Workers' Compensation and the Supplemental Unemployment Benefit Plan. The Local Representatives will:

1. Pension Plan

- a) Discuss and assist in the resolutions of employee, retiree and surviving spouse problems, related to credit service, possible benefit eligibility, benefit amount, determination delays, payment delays.
- b) Meet with the Company Personnel Benefit Representative or other designated local Management Representative as required.
- c) Will be a member of the Local Pension Board of Administration

2. Insurance Plan

- a) Confer with employees, spouses, retirees or beneficiaries regarding coverage, eligibility, a denied claim, benefit amounts, benefit payment delays.
- b) Meet with local Company Personnel Benefits Representative or other designated local Management Representative as required.
- c) Meet with providers in conjunction with Company Representatives when such meetings are arranged by mutual agreement of the parties involved for the purpose of clarifying and interpreting plan provisions and Provider administration practices.

- d) Confer with Provider representatives designated for that purpose on matters relating to determination of evidence and documentation necessary to perfect a claim for benefits and to secure an explanation of the reason or reasons for denial or reductions in benefits.
3. **Supplemental Unemployment Benefit Plan (SUB)**
- a) Confer with employees regarding eligibility for benefits under the SUB Plan, a denied or suspended benefit or questions concerning appeal procedures under the SUB Plan.
 - b) Meet with Management Representatives as required.
 - c) Will be a member of the Local Supplemental Unemployment Benefit Plan Committee.
4. **Workers' Compensation**
- a) Assist employees in all aspects of Workers' Compensation Board claims and appeals.

ARTICLE XIX
COST OF LIVING ALLOWANCE

19.01 The Cost of Living Allowance payable effective at the beginning of the first pay period commencing on or after **May 5, 1997** will, after adjustment per Article 19.02, be applied to the present COLA float and will be based upon the average of the CPI's published in January, February, March, 1997.

19.02

- a) The Cost of Living Allowance payable effective at the beginning of the first pay period commencing on or after **May 5, 1997** shall be determined herein on the basis of the Consumer Price Index published by Statistics Canada (1986= 100).

- b) Continuance of the Cost of Living Allowance shall be contingent upon the availability of the Consumer Price Index for Canada in its present form.

If Statistics Canada changes the form or the basis for calculating the index, the parties agree to ask Statistics Canada to make available, for the life of this Agreement, a monthly index in its present form.

- c) Adjustments in the Cost of Living Allowance during the period of this agreement, shall be made at the following times;

<u>Effective Date of Adjustment</u>	<u>Based Upon Three Month Average of the Consumer Price Index for:</u>
First pay period beginning on or after May 5, 1997 and at three calendar month intervals thereafter to February 2000.	January, February, March, 1997 at three calendar month intervals hereafter to October, November, December, 1999.

- d) Effective Monday, **May 5, 1997**, and for the next eleven (11) three month intervals as provided in paragraph (c), the Cost of Living Allowance shall be in accordance with the following table:

	<u>Incentive</u>	<u>Non-Incentive</u>
136.6	\$3.18	\$.05
136.7	3.19	.06
136.8	3.21	.08
136.9	3.22	.09
137.0	3.23	.10
137.1	3.25	.12

and so forth with one cent (\$.01) adjustment for each .073 change in the average index for the appropriate three month period as

indicated in 19.02(c) continuing through adjustments effective February 1, 2000.

- e) In determining the three month average of the indexes for a specific period, the computed average shall be rounded to the nearest 0.1 index point.
- f) In no event will a decline in the three month average combined indexes below 136.6 provide the basis for a reduction in the wage scale by job classification.
- g) In the event Statistics Canada does not issue the appropriate indexes on or before the beginning of one of the pay periods referred to in 19.02(c), any adjustment in the allowance required by such appropriate indexes shall be effective at the beginning of the first pay period after receipt of the indexes.

19.03 No adjustment, retroactive or otherwise, shall be made in the amount of the Cost of Living Allowance due to any revision which later may be made in the published figures used in the calculation of the Combined Consumer Price Index for any month on the basis of which the allowance shall have been determined.

19.04 The amount of the Cost of Living Allowance in effect at any time does not form part of an employee's hourly rate or base rate, but shall be taken into account in computing pay for vacations, holidays, P.A.A., call-in, repotting pay, jury pay, and bereavement, and will be included in weekly bank deposits as an addition to regular earnings for hours worked.

19.05 ENGINEERING METHOD OF ROUNDING

The following rules of rounding shall apply to the determination of the Consumer Price Index:

- 1) If the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.

- 2) If the left most of the digits is discarded is greater than 5, or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, 130.557 becomes 130.6.
- 3) If the leftmost of the digits discarded is 5, followed by zeros, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

**ARTICLE XX
OWNERSHIP**

**20.01 LINE OWNERSHIP - PRESS SHOP - DEPARTMENT 110
(which includes Dept. 109)**

Lines 1 2 3 4 5 6 8 9 10,11,12,13,14,15,16 blankers are available for ownership. Operators successfully bidding for a line will own that line and will operate on that line subject to the following rules:

- a) It is agreed line ownership for the day will be effective at the time the operators are scheduled on paper for the daily posting of jobs. People assigned to a code 19 at the beginning of their shift, will own the first job assignment for the day. This does not supersede the seniority provisions of Article 8.06 as it relates to line and/or job ownership.
- b) If an employee is late and the Company has replaced him with another employee, he will lose his line ownership. However, should a vacancy become available or other job start up on his owned line, he will return provided he has seniority to do so.
- c) At the beginning of a shift, spare(s) will be assigned by seniority to cover for absenteeism and/or additional manpower on an ownership line(s). After being assigned to a line, they will own that line for the

day, providing there is no elimination of manpower on that line in which case spares will be removed, the most junior spares first.

- d) If at the beginning of a shift a line is down for whatever reason(s), and it is necessary to reassign those employees, they are to be assigned as a group by seniority to any open job prior to any spares being assigned to the open job. The most senior employee from owned lines that are down, will be the determining factor as to which group will be reassigned to open jobs.
- e) After the above procedures have been followed and there are still people out of work, the Company will at this time combine spares and ownership men that are out of work and reassign those people by seniority to any available jobs in the department first.
- f) When one (1) or two (2) jobs on a line goes down, the operators on the job going down will be reassigned by seniority. This is providing all others remaining on the line own the line. Otherwise, those not owning the line will be replaced by seniority.
- g) Should one press go down, the junior man of that group will be reassigned.
- h) Any operation moved to another line will become part of the line it is moved to.
- i) Lines starting back up will be filled by those affected at the time of shutdown providing they are not working on an incentive job. Ownership men as per 20.01 preamble plus any spares who started that line at the beginning of the shift, must return to their ownership line when work becomes available on that shift.
- j) Emergency start up after six (6) hours of work will be classed as open for the remainder of the shift. It is understood that "emergency" is for that line which would have to run in order to supply immediate assembly requirements. This clause will not be used to circumvent press shop downtime nor will it be used to

circumvent item (i). It is further understood that an emergency would not exist if parts were available in stock.

- k) For application of seniority in regards to layoff, pressman and pressman spare classification will be combined.

20.02

- a) For weekend and holiday overtime distribution as outlined in Article 10.03, those normally performing the work will be those who own the line as per Article 20.01.
- b) For overtime required during the regular work week (i.e. Monday to Friday inclusive), if the Company is unable to obtain sufficient ownership employees among those performing the job, they will offer the opportunity to work to those owning the line as per (a) above; then those owning the line through assignment by the low man concept.
- c) After having complied with (a) or (b) above, should there be an additional requirement for employees to work overtime, pressmen and pressmen spares will be combined and such overtime will be offered by the low man concept.
- d) Should a line be scheduled for overtime, the Company may bring in pressmen or pressman spares to cover for absenteeism.

20.03 RESTRIKE OPERATIONS

When a pressman is assigned to a restrike operation for repairing parts, he will be paid P.H.R. until a temporary rate is established. It is understood that this will not set a precedent for any other operation.

20.04 JOB OWNERSHIP - QUALITY ASSURANCE

1. Quality Assurance job ownership shall be by the job, area and department, as follows:

Area #1 -- Departments 101,109 and 110 combined (101 located in 110) consisting of: press lines, steel receiving, press shop repairs, warehouse requirements.

Area #2 -- Department 122 consisting of sub-assembly, final, 2-strand, weld audit and dimensional final inspector.

Area #3 -- Department 119 consisting of: dimensional/weld audit inspector, weld assurance inspector, Concord-dimensional weld audit inspector.

Area #4 -- Departments 208 and 101, all jobs in shipping including major repairs.

Area #5 -- Department 126 consisting of floor inspector and dimensional inspector.

Area #6 -- Department 117 consisting of dimensional weld audit inspector, sub-assembly inspector and 2-strand inspector.

Area #7 -- Departments 123 and 124 consisting of dimensional weld audit inspector, sub-assembly inspector and weld assurance inspector.

Area #8 -- Quality Assurance Spares.

Note: Department 101 will be attached to Department 110 - press shop in the press shop area and Department 101 in the shipping area will be attached to Department 208 - shipping.

2. Any vacancy in any job will be posted and awarded in conformity with Article 8.10 of the Collective Agreement.
3. (a) For the purpose of familiarization, an employee who requests or is requested to rotate positions within an area, may do so provided prior permission has been granted and suitable arrangements can be made for a counterpart.

(b) It is further understood and agreed that the Company will rotate employees within their area for familiarization purposes, such period of time not to exceed two (2) weeks unless mutually agreed to by both parties. Such moves to be limited to one (1) in a six (6) month period.

4. Layoff and recall will be the same procedure as outlined in Article 8 of the Collective agreement.
5. Floor inspector spare is designed to cover for absenteeism within the floor inspector classification.
6. The ratio of floor inspector spares scheduled to floor inspectors on weekend overtime will not exceed one (1) to ten (10) except as outlined in (7) and (9) below.
7. If, during a regular workday, i.e. the twenty-four (24) hour period from the start of the shift, a job is scheduled to work overtime, those on the job at the time the overtime is scheduled will be given the opportunity to work the scheduled overtime. This includes floor inspector spare, if he was working on the job at the time the overtime is scheduled.
8. (a) Overtime will be offered to those employees normally performing the work on the job scheduled for overtime, using the low overtime hours concept.

(b) Should the Company be unable to obtain sufficient employees among those people normally performing the job, they will give the opportunity to the employees in the area using the low overtime hours concept.

(c) When an area requires additional employees for overtime, the remaining quality assurance inspectors and spares will be combined and offered the overtime using the low overtime hours concept.

9. When scheduling overtime for the green frame repair coverage, the floor inspectors having job ownership in the area concerned will be combined, the low man concept will be used among this group.
10. The Company **will** supply quality assurance inspectors with the proper tools required to carry out their duties at no cost to the employee.
11. For the purpose of overtime equalization as per Article 10.03 (4) quality assurance inspectors shall equalize within their areas.

For the purpose of overtime equalization, employees entering Final Assembly on a transfer will assume high hours in Final Assembly. The same concept will apply to any employee transferring into Sub-Assembly.

12. The parties recognize that manpower on owned jobs will vary subject to workload requirements. Accordingly, should it be necessary to combine owned jobs **in an area**, the most senior employee(s) will be retained.
13. Should it become necessary to combine owned jobs for overtime requirements, the overtime will be offered by the low man concept to those employees owning the affected jobs. The provisions of this clause supersedes (7) and (8) above.

Jobs expected to be combined Monday through Friday, will be considered combined for that weekend's overtime.

14. Prior to instituting (12) or (13) above, the Company will discuss its intent to do so with the Non-Production Committeeperson or his designated representative.
15. The parties agree to the following as it relates to the application of Article 10.03 (overtime distribution) and the inspection of finished products in Plant #1 or Plant #2.

When a finished product is tagged "O.K. to Ship":

(i) Area #1 - Press Shop Repair Inspector will be responsible for all inspection required on unpainted parts or assemblies and;

(ii) Area #4 - Shipping Inspector will be responsible for all inspection required on painted frames, parts/assemblies.

16. When it becomes necessary on a shift to reduce an area, the senior employees who own the area will be retained, thereafter, any employees who were assigned to the area will be retained by seniority.

20.05 JOB OWNERSHIP - ASSEMBLY

1. Job ownership is by paypoint which is obtained through the job posting procedure.
2. Assemblyman spares shall own the department to which they job posted.

Assemblyman spares attached to final assembly as per shift change, will be assigned first by seniority, to cover for absenteeism and/or additional manpower requirements on final assembly. The same concept would apply to sub-assembly.

After the above procedures have been followed and there are still people out of work, the Company will at this time combine spares and ownership men that are out of work and reassign those people by seniority to any available jobs in the department first.

3. For application of seniority in regards to layoff, assemblymen and assemblyman spare classifications will be combined.
4. When it becomes necessary on a shift to reduce to a partial crew on a paypoint(s) the senior employees who own the paypoint(s) will be retained. Thereafter, any employees who were assigned to the paypoint(will be retained by seniority.

5. For the purpose of overtime, the following will apply:
- (a) Overtime for final assembly and sub-assembly will be equalized separately (same shift concept applies). For the purpose of applying article 10.03(4), employees entering final assembly or sub-assembly will be charged with the high hours in the area.
 - (b) Sub-assembly repairs - low man in sub-assembly including assemblyman spare (attached to sub-assembly as per skill change) to be asked first.
 - (c) Green frame hanging and repair - low man in final assembly, including assemblyman spare (attached to final assembly as per shift change) to be asked first.
 - (d) Should a sub-assembly fixture scheduled for overtime not be able to obtain enough employees who own that fixture, the Company would then ask the low men in sub-assembly, including the assemblyman spare (attached to sub-assembly as per shift change). The same concept would apply to final assembly.
 - (e) Module First Off - Should a module scheduled for overtime not be able to obtain enough employees who own that module, the Company would then ask by the low man concept in final assembly including the assemblyman spare (attached to final assembly as per shift change). The same concept would apply for sub-assembly.
 - (f) If during a regular work day a fixture is scheduled to work overtime within a twenty-four (24) hour period, those employees working on the fixture(s) with ownership at the time the overtime is scheduled, will be given the opportunity to work first.
- Thereafter, any employees who were assigned to the fixture(s), will be asked to work using the low man concept.

(g) Should a sub-assembly fixture be scheduled for overtime, the Company may bring in employees to cover for absenteeism using the low man concept. The same concept will apply to final assembly.

(h) When it becomes necessary to reassign employees who are working overtime as per (e) above, such may be assigned only to green frame hanging or repair. The same concept would apply to sub-assembly.

6. When module employees are required to be assigned to off line green frame repairs, they will be selected by seniority from all employees on that shift who own final assembly and assemblyman spare (attached to final assembly as per the shift change). The hoist jobs on the module are considered to be green frame repairs.

When a module shuts down during the course of a shift, the senior men will be assigned to any green frame hanging or repair that results from the shutdown, not to supersede those previously assigned under paragraph (1) above. This same concept will also apply to sub-assembly repairs.

20.06 OWNERSHIP - LABOURER-JANITORS

Labourer-janitor ownership will be by departmental classification, which will be attained through the job posting procedure. When overtime work for Labourer-janitors is scheduled in their department, the following will apply:

1. Overtime will first be offered to the Labourer-janitors in the department with the least amount of overtime.
2. **“On the shift the overtime occurs” shall mean:**
 - (a) the 7:00 a.m. to 3:00 p.m. and the 7:00 a.m. to 3:30 p.m. shifts will be the same shift for the purpose of overtime scheduling.**
 - (b) the 3:00 p.m. to 11:00 p.m. and the 3:30 p.m. to 12:00 a.m. shifts will be the same shift for the purpose of overtime scheduling.**

3. If the Company is unable to obtain sufficient Labourer-Janitors in that department, they will give the opportunity to Labourer-Janitors in other departments who have the least amount of overtime in such other departments in the following manner.

Labourer-Janitor Area Ownership

Area "A" will consist of Departments IIO (including 109 and Blankers), 210,318 and Toolroom.

Area "B" will consist of Departments 117,122, 126,128, FNIO, 208 and 140.

When overtime occurs, the Company will ask in the department using low man concept. After having exhausted the department ownership, the rest of the Area will be exhausted and then the other area using the low man concept in the classification.

Labourer-Janitors in Department 318 who are capable of operating the motorized vehicles for housekeeping, will be asked to perform overtime work with these vehicles following the procedures outlined in Article 10.03(2). However, this shall not prevent the Company from asking these Labourer-Janitors to perform all labourer-janitor functions on overtime should they not be required to operate the motorized vehicles.

20.07 DEPARTMENT 117 - JEEP SUB-ASSEMBLY OWNERSHIP

1. All fixtures in Jeep Sub-Assembly will be joint ownership.
2. All employees will be required to rotate through all fixtures, for the purpose of overtime low man concept.

3. **The intent of this agreement is that all fixtures in sub-assembly will be considered as one (1) for applying all contract language.**

20.08 LIFT TRUCK JOB OWNERSHIP

1. Lift truck operator ownership as referred to in this Agreement, shall be by job and area as follows:

Area #1 -Department 110 consisting of:

Blankers
Press lines
Wash lines
Parts Washer
Stock Hauler

Department 101 - Press Shop Repairs

Area #2

Mercedes -Department 140

Area #3 -Department 122 consisting of:

Modules
Sub-assembly
Tip-up
Marshalling Area

Department 101 - Major Repairs - Shipping

Dropped frames and
Green major repairs

Area #4 - Departments 10 I, 117 and 123 consisting of

Department 117 Tip-Up
Department 117 Modules
Department 117 Sub-assembly
Module KD Operation
Shipping Requirements

Area #5 -Scrap house and yard requirements
including filling of propane bottles
Shipping requirements other than a full frame

Area #6 -Department 126 consisting of:

Fixtures

Modules

Marshalling Area

Department 128

C Body

Area #7 -Spares

Lift Truck spares are designed to cover for absenteeism or additional manpower requirements within the lift truck classification.

2. The parties recognize that manpower on owned jobs will vary subject to workload requirements. Accordingly, should it be necessary to combine owned jobs, the most senior employee(s) will be retained **in an area after combining owned jobs.**
3. Should it become necessary to combine owned jobs for overtime requirements, the overtime will be offered by the low man concept to those employees owning the affected jobs. The provisions of this clause supersede items (5) and (6) listed below.

Jobs expected to be combined Monday through Friday, will be considered combined for that weekend's overtime.

4. Prior to instituting either (2) or (3) as outlined above, the Company will discuss its intent to do so with the Non-Production Committeeperson or his designated representative.
5. The ratio of Lift Truck Operator Spares to Lift Truck Operator will not exceed one(1) to ten (10) when scheduling weekend overtime except as outlined in items (6) and (7) below.
6. If during a regular workday - i.e. the twenty-four (24) hour period from the start of the shift, a job is scheduled to work overtime, those on the job at the time the overtime is scheduled will be given the opportunity to work the scheduled overtime. This includes Lift Truck

Operator Spare if he is working on the job at the time the overtime is scheduled.

7. (a) Overtime will be offered to those employees normally performing the work on the job scheduled for overtime using the low overtime hours concept.

(b) Should the Company be unable to obtain sufficient employees among those people normally performing the job, they will give the opportunity to the employees in the area using the low overtime hours concept.

(c) When an area requires additional employees for overtime, the remaining Lift Truck Operators and Lift Truck Operator Spares will be combined and offered the overtime using the low overtime hours concept.
8. For the **purpose** of overtime equalization as per Article 10.03(4), Lift Truck Operators shall equalize within their areas.

For the purpose of overtime equalization, employees entering Final Assembly on a transfer will assume high hours in Final Assembly. The same concept will apply to any employee transferring into Sub-Assembly.

For the purpose of overtime equalization, employees entering the Press Shop on a transfer will assume high hours of the Press lines. The same concept will apply to any employee transferring into the wash tanks.

9. For applications of seniority in regards to layoff, Lift Truck Operator and Lift Truck Operator Spare classifications will be combined.
- IO. 16.04 of the Collective Agreement will apply to the spare classification for lift truck drivers,

11. When it becomes necessary on 'A' Shift to reduce an area, the senior employees who own the area will be retained; thereafter, any employees who were assigned to the area will be retained by seniority.

12. For the purpose of charging overtime hours as per Article 10.03(4), the parts washer will be excluded.

20.09 DEPARTMENT 126 - "C" BAIL ASSEMBLY JOB OWNERSHIP

'C' Rail Fixtures

Module #52

Right Hand Rail- Paypoint 'A' will include Dial Fixture

- Paypoint 'B' will include Line Two (#2)

- Paypoint 'C' will include Line One (#1)

Line Three (#3) and Packer

- Paypoint 'D' will include Line Four

(#4) and Racking Station.

Module #5 1

Left Hand Rail- Paypoint 'A' will include Dial Fixture

- Paypoint 'B' will include Line Two (#2)

- Paypoint 'C' will include Line One (#1)

Line Three (#3) and Packer

- Paypoint 'D' will include Line Four

(#4) and Racking

'H' Car Rail Fixtures

Module #62

Right Hand Rail- Paypoint 'B' will include Line Two (#2)

- Paypoint 'C' will include Line One

(#1), Line Three (#3), Line Four (#4)

- Paypoint 'D' will include Final and

Racking

Module #61

Left Hand Rail- Paypoint 'B' will include Line Two (#2)

- Paypoint 'C' will include Line One (#1)
Line Three (#3) and Line Four (#4)
- Paypoint 'D' will include Final and
Racking

Brace Fixtures

Right Hand Brace #54 and Left Hand Brace #53

Fixtures #21,22,23,27, & 29

For the purpose of manpower reduction (e.g. Partial layoff)

Manpower owning left hand brace #53 and right hand brace #54 including paypoint #6 and #7, will be combined and be retained by seniority to run the above paypoints.

Sub-Assembly fixtures will be fixtures #21,22,23,27 and 29.

It is understood that:

1. Any operator who is assigned to rack/unrack when his paypoint is on downtime, will be paid for all pieces produced at the percentage run at, while assigned to either "A", "B", "C" and "D" paypoints.
2. Paypoints "B", "C" and "D" on all rails will be on the same rate at all times.
3. The man on majors will assist the man racking at the end of each rail fixture. He will be paid his P.H.R. or the rate from the highest paypoint he is servicing, whichever is greater.
4. The operator who owns paypoint #5, #6 or #7, will be paid off the highest paypoint he is servicing.
5. The intent of this Agreement is that all rail fixtures-L/Hand and R/Hand, paypoints "A", "B", "C" and "D" will be considered as one (1) for applying all contract language.

i.e. Overtime - low man from the four (4) paypoints on each rail

i.e. Reduction to partial crew - senior man from the four (4) paypoints on each rail.

6. Any employee requesting a steady shift as per Article 10.05(5), will be accommodated by seniority from the shift(s) on the paypoint within the line.

20.10 JOB OWNERSHIP - 'C' BODY, DEPARTMENT 124

'C' Body Final Job Ownership

The parties agree to establish two (2) separate paypoints - "A" and "B", for this fixture #71 and each will be paid separately.

Fixture #71

Paypoint "A" will include the L.C.A., Banana and Tower Fixtures.

Fixture #71

Paypoint "B" will include the Marriage, Final, Pierce, Multispot and Pick-up and Repair, when and if required.

It is understood that:

1. The two (2) groups will rotate weekly unless mutually agreed by employee(s) involved and Supervisor to make an exception.
2. The Supervisor will not switch men between "A" and "B" but may within each individual paypoint.
3. The incentive rate will be the same for both paypoints but off standards will be applied independently.
4. The intent of this Agreement is that both "A" and "B" paypoints will be considered as one for applying all contractual language.

i.e. Overtime - low man of both paypoints.

i.e. Reduction to Partial Crew - senior man of both paypoints

Clarification of Article 20.05(a) as it applies to Department 124 -
Department 124 will be considered as two (2) areas consisting of:

Sub-Assembly	(Fixtures)
'C' Body	(Final)

20.11 122 S.T. OWNERSHIP

1. The Company agrees to continue the present practice of joint ownership as it relates to S.T. Sub-Assembly.
2. For the purpose of overtime equalization, Department 122 will consist of five (5) areas consisting of:

- S.T. Sub-Assembly
- **S.T. 325 Module**
- ST. Pony Module
- **S.T. Truck Module (including S.T. 17 & 18, Electric Truck)**
- ST. 330 Module

3. Employees entering the Module(s) on a transfer, will take high overtime hours on the modules.

Employees transferring from one Module to another, will retain their overtime hours (same concept will apply in sub-assembly).

4. 440 Module
The robot jobs on the 440 Module will be offered by seniority on a four (4) week basis to those employees who own the 440 Module.

20.12 FN-10 OWNERSHIP

Two separate paypoints, A (Fixture 10) and B (Fixture 5 I), and each will be paid separately.



Fixture 10 includes A) Operation 10 Toggle Lock
B) Operation 20 50/50
C) Operation 20 Load Station

Fixture 51 includes A) Operation 110 Load Station
B) Pick Up Welder

It is understood that:

1. The incentive rate will be the same for both paypoints but off standards will be applied separately.
2. The intent is that paypoints A and B will be considered as one for applying all other contractual language.

e.g. A) Overtime - low man on both paypoints
B) Reduction to partial crew - senior man of both paypoints stays.
3. The employees on the two paypoints will be allowed to rotate providing a consistent agreement is reached between the employees involved that is acceptable to the supervisor.
4. Future process changes may require revisions to this agreement.
5. Clarification of Article 20.05, 5(a) as it applies to department 123. Department 123 consists of sub-assembly fixtures and module (as above).

**ARTICLE XXI
DURATION**

21.01

This Agreement shall become April 26, 1997 and shall continue until midnight, **Friday, April 21, 2000** (2400 hours) and shall continue from year to year for further periods of one (1) year unless either party shall have given written notice of termination or written notice or

proposals for amendments to the other party not less than two (2) months, but not more than three (3) months prior to the expiration date of any yearly period thereafter. In the event of written notice of termination or proposals for amendment having been given by either party as herein provided, negotiations shall be proceeded with during the notice period with a view to completing a new Agreement.

The Pension Agreement became effective **April 23, 1994** and will remain in effect for a period of six years concluding **with the expiration of the Collective Agreement in the year 2000.**

The Restructuring Plan (1996 Competitive Assessment Study) will be implemented by the Company through a period of transition beginning April 28th, 1997 and concluding with the expiration of the Collective Agreement in the year 2003.

21.02 Should such negotiations extend beyond the expiration date, this Agreement shall not expire, but shall continue in full force and effect until the expiration of the seven (7) day period referred to in Section 54(2) of the Labour Relations Act, Ontario R.S.O., 1960, Chapter 202, or as hereafter amended, or until a new Agreement is entered into by the parties, whichever day shall occur first.

21.03 All letters of intent and written Agreements drawn up prior to and during the life of the Collective Agreement, will be considered void at the termination of this Collective Agreement unless they are renewed by mutual agreement.

SIGNED THIS 26th day of April, 1997 at Kitchener, Ontario.

FOR THE COMPANY:

MS. Balog
Human Resources Mgr.

D. Gill
Manufacturing Manager

K. Creed
Press Shop Manager

P. Ostopovich
Assembly Manager

D. Robinson
Plant Controller

D. Cush
Maint. & Plant Engineering
Manager

H. Pentesco
Tooling, Mfg. & Ind. Engr.
Manager

FOR THE NATIONAL UNION:

W. McKay
-National Representative

J. Coleman
President

D. MacInnis
Plant Chairperson

Committeepersons:

K. Wright
M. Devine
A. Holden
A. Morrison
G. Doherty

APPENDIX "A"
HOURLY RATE RANGES

NON-SKILLED CLASS.	4/07/97	4/06/98	4/05/99
Labourer/Janitor	21.38	21.91	22.44
Tool Crib Attendant	21.38	21.91	22.44
Die Storage Attendant	21.37	21.90	22.43
Lift Truck Operator	21.43	21.96	22.50
Storekeeper/Receiver	21.53	22.06	22.60
Overhead Crane Operator	21.70	22.23	22.77
Shipper	21.70	22.23	22.77
Oiler	21.70	22.23	22.77
Die Setter	22.35	22.90	23.46
Floor Inspector	22.35	22.90	23.46
Production Day Rate	25.60	26.11	26.63

SKILLED CLASSIFICATIONS

Carpenter/Painter	26.50	27.23	27.97
Sheet Metal/Welder	26.50	27.23	27.97
Industrial Mechanic(Millwright)	26.50	27.23	27.97
Pipefitter	26.50	27.23	27.97
Motor Mechanic	26.50	27.23	27.97
Stationary Engineer 2nd	26.50	27.23	27.97
Electrician/Electronics/ Construction & Maintenance	26.50	27.23	27.97
Tool and Die Maker	26.50	27.23	27.97

PRODUCTION CLASSIFICATIONS

Pressman	12.66	12.82	12.99
Pressman Spare	12.66	12.82	12.99
Assemblyman	12.57	12.73	12.90
Assemblyman Spare	12.57	12.73	12.90
Blanker Operator	12.57	12.73	12.90
Repair Welder	21.93	22.47	23.02

APPENDIX "B"
UNION REPRESENTATION

- One (1) Plant Chairperson (Plant-Wide)
- Five (5) Committeepersons
- One (1) Press Department (including Die Setter, Blanker Operator)
- One (1) Skilled Trades (ail including Stationary Engineers, Tool Crib Attendant, Die Storage Attendant)
- One (1) Assembly Departments 117,119, 123, 126 and Assemblyman spare
- One(1) Non-Productive (includes Lift Truck Operator, Crane Operator, Material Handler, Labourer-Janitor, Shipper, Storekeeper-Receiver, Inspector, Weld Gun Repairman, Oiler
- One(1) Assembly Departments 122, 124 and 10 1, Assemblyman Spare and Repair Welder.

The number of Committeepersons will be determined by Article V.

STEWARDS	"A"	Shift "B"	"C"
Skilled Trades-including Stationary Engineers, Tool Crib Attendant, Die Storage Attendant	1	1	1
Assembly Departments - 117, 119 123 and Assemblyman Spare	1	1	1
Departments 101, 122 and 124 Assemblyman Spare Repair Welder	1	1	1

STEWARDS	"A"	Shift "B"	"C"
Press Shop - Departments 109 & 110			
Pressman			
Pressman Spare	1	1	1
Die Setter			
Blanker Operator			
Non-Production-Department 210			
Lift Truck Operator			
Crane Operator	1	1	1
Material Handler			
Labourer-Janitor (Departments 110 & 3 18)			
Labourer-Janitor-Departments 117, 119, 122,123,124, and 126			
Storekeeper-Receiver	1	1	1
Shipper			
Oiler			
Inspector			
Material Handler (Department 208)			
All Non-Production			

The number of Stewards on each shift will be determined by Article V

APPENDIX "C"
SENIORITY GROUPS

SENIORITY GROUP I

Labourer-Janitor
Tool Crib Attendant
Storekeeper-Receiver
Oiler

SENIORITY GROUP II

Lift Truck Operator
Lift Truck Operator Spare
Overhead Crane Operator
Shipper

SENIORITY GROUP III

Assemblyman
Assemblyman Spare
Repair Welder

SENIORITY GROUP IV

Floor Inspector
Floor Inspector Spare

SENIORITY GROUP V

Pressman
Pressman Spare
Die Storage Attendant
Die Setter
Blanker Operator

APPENDIX "D"
BENEFIT PACKAGE

	6/1/97	6/1/98	6/1/99
Life Insurance	\$46,000	\$47,500	\$49,000
A.D. & D.	23,000	23,750	24,500

Weekly Benefits - will be as per Section VI, A., of the Benefits Booklet to a maximum of fifty-two weeks (no pyramiding of benefits with Government Plans)

Semi-Private Hospital Plan
Prescription Drug Plan
Extended Disability
Transition Benefit
Home Nursing Care
Visual Care
Dental Care
Prosthetic Appliance and Durable Medical Equipment
Hearing Aid
OHIP
Pension Plan
SUB
Chiropractic Services
Legal Services Plan

The Company will pay the full cost of the premiums for the above plans, unless specified elsewhere in the Agreement.

The above benefits are more fully detailed in the Benefit Booklet which is part of this Agreement.

LETTERS

#1 ARBITRATION

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 grievances referred to him hereunder for final and binding arbitration. The Grievance Commissioner shall have the same powers and be subject to the same limitations as an arbitrator under Article 6.06.
- b) Through the Grievance Commissioner, the parties desire the expeditious means for the effective disposition of grievances which the parties have agreed may be handled in a summary manner. The rules governing the summary proceedings of the Grievance Commissioner, are set out in 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 this Agreement
 - (ii) Be confined to the grievance referred to him.
- d) The Union and the Employer, shall each be responsible for one-half the expenses of any fees payable to the Grievance Commissioner.

- e) The parties, when referring a grievance to a Grievance Commissioner, shall also provide him with the Step III 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 representations on which they intend to reply provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner.
- g) The parties shall meet at least ten (10) days prior to the hearing date in order to determine what information or facts can be agreed upon prior to the hearing in order that a statement of facts can be written and provided to each party and the Grievance Commissioner before the commencement of the 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.

#2 APPLICATION OF ARTICLE VII

As of the signing of the Collective Agreement in cases where the Company disciplines an employee for theft from the premises or fraudulent claims under the Insurance Plan covered in the Supplemental

Agreement, the date of violation shall be the date alleged violation first became known to the Company.

#3 ARTICLE 5.03(b) UNION REPRESENTATION

It is understood, that when a Steward's area of representation is below 10 employees on his shift, hours of representation will be restricted to the same as described in Article 10.04 of the Collective Agreement.

#4 ASSIGNMENT

During recent negotiations, the parties agree that there may be circumstances under Article 8.09 where extensions may be beneficial to both parties.

Therefore, the Union agrees to discuss such situations with the intent of granting such extensions under Article 8.09 of the Collective Agreement.

#5 ASSIGNMENT TO DIE SETTING

During recent negotiations, the Company and Union agreed to the following as it applies to the Die Setter classification:

- 1) This Agreement does not restrict the Company's right to re-assign employees into the Die Setter classification during the first four hours of a shift.
- 2) Notwithstanding the above, when replacing Die Setters known to be absent in advance of their shift, the Company will not use employees from another classification before asking the Die Setters on the previous shift to work four (4) hours over. If at this time the Company is unable to get enough regular Die Setters to stay over,

they may use people from the Press Shop (Pressman, Pressman Spare, Blanker Operators) to cover for the first four (4) hours.

Thereafter, the Company will call in the Die Setters from the following shift four (4) hours early to cover the rest of the shift.

- 3) All Die Setters are to have a lift truck license with automatic renewal privileges.
- 4) The Company and Union will re-evaluate the Die Setting written test and add a practical test.

#6 ASSIGNMENTS TO OTHER WORK AREAS

The Company agreed during recent negotiations to sit with the appropriate Union Representative to discuss alleged abuses of these assignments with the intent of reviewing the requirement and feasibility of recalling to such areas where the Union can show such abuses.

#7 CLASSIFICATION CHANGES

After the signing of this Collective Agreement, the Company agrees that, for new classification and for changes in job structure like and similar to those present classifications, it will sit down with the appropriate Members of the Bargaining Committee of the Union to discuss in detail the proposed changes.

The Company further recognizes the right of the Union to introduce at the Step III Grievance Level, any disagreements they may have as a result of these changes.

#8 CODE 19

During recent negotiations the subject of using C-19 as a possible means of covering up downtime, was raised by the Union. The Company agrees that the intent of C-19 is for employees awaiting to be assigned to a job. C-19 will not be used for normal downtime situations.

The Company recognizes that Code 19 is a problem that due to inefficiencies and breakdowns have caused hardships in the past.

For all Code 19 assignments, the Company will on a weekly basis pay all time on Code 19 over the first five (5) hours at 160%.

Pay adjustments will be processed and paid the second week following the week of the occurrence and employees' P.H.R.'s will not be adjusted.

#9 EMPLOYEE ASSISTANCE PROGRAM

The Company and the Union share a deep concern about the problems which exist in our society today. Therefore, the Company agrees to continue the Employee Assistance Program presently in effect. In addition, the Committee, consisting of at least two (2) but not more than three (3) representatives of the Company and the Union, will update and modify the program as required by mutual agreement.

This Committee will meet on a regular basis and will promote its functions with a view of encouraging employees to bring possible problem situations to the attention of the Committee as soon as possible.

The Company will ensure that all members of the Committee will be given the opportunity to attend training and education courses related to the Employee Assistance Program, at no cost to the Committee members including lost time during their regular working hours where applicable.

The Committee will set up education programs for both Management and Union representatives concerning various problems in society. Any lost time incurred on courses approved by the Company related to this program, will be paid by the Company.

The Company recognizes that Committee Members must share their own time for this program to be effective. Therefore, any lost time during regular working hours will be paid by the Company with no loss of earnings to the Member(s).

The Committee will keep all matters brought to its attention in strict confidence.

#10 GRIEVANCE PROCEDURE - REINSTATED

During the negotiations of the current agreement, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the National Union, C.A.W. by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the Canadian Director may inform the

Company's Labour Relations Manager in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either is already barred under the provisions of the aforementioned agreement at the time of the reinstatement of the grievance, or that relates to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditional upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, Provincial or Municipal agency.

Notwithstanding the foregoing, a decision of the Arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved, and the Company, and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned Agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by an Arbitrator or other grievance resolutions.

It is understood this letter and the parties' obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the provisions will be applicable to any case settled prior to March 25, 1985.

#11 GRIEVANCE PROCEDURE - WITNESS

During the current contract negotiations, the question of witnesses was discussed related to Articles 6.02,6.03,6.04 and 7.05 of this Agreement.

It is the Union's intent that during these steps of the grievance procedure, when it is necessary to call witnesses, one to two employees would be sufficient for a large group. However, this does not mean that more witnesses cannot be called at the request of either party.

#12 HUMIDEX

To alleviate the uncomfortable working conditions in the plant due to excessive humidity, the following will apply on the first day of June and will remain in effect until the fifteenth (15) day of September of each year.

1. Upon the condition of high humidity and temperature, a Humidex Reading will be secured. The Company shall supply the equipment similar to that used at weather offices for that purpose. The reading will be taken on the plant premises near the guard house at gate #1. Should the parties be unable to obtain a reading at the plant, such reading will be secured at the nearest available airport weather office.

After reaching a reading of 30C., further readings will be secured between (5) and ten (10) minutes after each hour. A representative of both the Company and the Union will take the reading together and the figure will be posted immediately on the three (3) main plant bulletin boards.

2. The Humidex Reading will not be posted or marked in the Union office window.
3. On any shift, when the Humidex Reading equals or exceeds 93F/34C., all employees will be allowed to leave the plant when the

production quota provided for below has been achieved. It is understood that the Humidex must equal or exceed 93F/34C on that shift presently in operation before quotas go into effect. Such quotas will be taken from the start of the shift.

4. It is not mandatory that production employees quit work and leave the plant when the index reaches or exceeds 93F/34C and production quotas are met. If there is work available, those wishing to stay may do so.

The quotas for the humidex period will be 5.85 x base rate for all existing and new products and will be calculated on the basis of all products on any given shift as one group. The quota of a new product during a launch period will be 5 x base until such time as 9 x base has been achieved. The quotas will be posted on the first day of June of each year and thereafter with any necessary changes.

5. If no quota is in effect and the modules are on pre-production all employees will be allowed to leave the plant after six (6) hours on the "A" and "C" shifts and five (5) hours on the "B" shift when the humidex reading equals or exceeds 93F/34C.
6. Once the index reaches or exceeds 93F/34C during the shift, the quota system and the right to leave the plant will remain in effect, even though the humidex reading drops below 93F/34C at any time during the shift in operation.
7. When the humidex reading equals or exceeds 32C, incentive employees will be allowed a five (5) minute break at the conclusion of each hour unless downtime occurs during that hour or that hour contains a normal lunch, rest or washup break.

During an employee's regular shift, if the humidex reading reaches or exceeds 32C., any overtime scheduled for the end of that shift would become voluntary.

8. In situations where major breakdowns hinder the achievement of the production quota, such downtime will be pro-rated into the production quota providing the breakdowns are not man-made. A major breakdown is a single occurrence that exceeds fifteen (15) minutes. A re-occurrence of the same occurrence during an hour will be accumulated provided the total time of such occurrences exceeds fifteen (15) minutes within an hour. To clarify the intent of accumulating time within an hour, the following example is provided:

At 8: 15 we have a cylinder breakdown for 7 minutes, and the same cylinder again at 9 o'clock for 10 minutes, and the same cylinder again at 9:20 for 10 minutes. The intent is that we may accumulate 7+10=17 minutes or 10+10=20 minutes, but not all 3. If we elect the 17 minutes, then the 9:20 ten minutes may be used with another same occurrence from 9:20 to 10:20.

9. Any employees requesting to stay in the plant after the quota is reached, will be placed on jobs if any jobs are available. If no jobs are available, they will be sent home under the terms of this Agreement with no SUB **nor** reporting pay.
10. When a crew is relocated to a module in another department, they will be excluded from the production quota system if that **is** their first shift on the **new** module. After that first shift, they will be subject to the provisions of this Agreement. The module will be entitled to go home with modules on quota if they perform at normal effort.
11. In the event any department is operating without having assistance from the assembly departments as a guide for **quotas** during high humidex readings, the department effected will work to the principle as outlined in item 5, pre-production.
12. When the humidex reading reaches 38C or more, employees will be allowed to leave the plant after five (5) hours of work or when quota is reached, whichever occurs first.

#13 JOB POSTING - PROBATIONARY EMPLOYEES

During recent contract negotiations, the Company agreed to discuss with the Union the appropriateness and qualifications of a probationary employee who is desirous of bidding on a plant-wide job posting before hiring a new employee from outside the plant.

#14 LIGHT DUTY WORK ASSIGNMENT

As of the signing of this Collective Agreement, all employees who are in the plant on a light duty work assignment will not be permitted to work in excess of forty (40) regular working hours in any one work week.

The only exceptions to this rule will be employees whose medical certificates clearly indicate that they are able to work in excess of a forty (40) hour work week.

The purpose of light duty is to get the employee back into the working environment and prepare him for return to his regular job.

#15 LINE OWNERSHIP - PRESS SHOP

During the negotiations, certain problems were discussed with respect to supposed management abuses - regarding the provisions of Article 20.01, i.e. Line Ownership - Press Shop.

This letter is to clarify the Company's intent that the Company does not condone abuses of this Article and where claims of such are made and can be substantiated, they should be brought to the immediate attention of the department General Supervisor by the Committeeperson and those employees affected will be given any applicable redress.

#16 LOCK-OUT SYSTEM

Effective April 21, 1985, the Company agrees that there will not be a lock-out system introduced on any existing incentive jobs other than which exists in department 119. On any new incentive jobs coming into the plant, the Company will install lock-out systems where it deems necessary and will so advise the Union.

#17 LABOUR/JANITOR

With respect to the classification of **Labourer/Janitor**, the following will apply prior to effecting the posting provisions as outlined in clause 8. IO of the Collective Agreement.

1. When a vacancy occurs, such will be posted on the bulletin board for a period of twenty-four (24) hours and the most senior employee of the classification will be allowed to fill the vacancy.
2. The vacancy created by (1) above, will also be posted in the same manner as described herein.
3. After the application of (1) and (2) above, the normal posting procedure will be followed.
4. Any employee who applies and is accepted as outlined in (1) and (2) above, will:
 - (a) be limited to two (2) moves per year and
 - (b) not be allowed to return to his former job as is normally permitted under clause 8.10(n) of the Collective Agreement.
5. The foregoing does not preclude or restrict the right of the Company to assign employees to other areas as required under the terms of the Agreement.

#18 MISINFORMATION ON EMPLOYMENT AND MEDICAL APPLICATION FORMS

The following is pursuant to our discussion during the current negotiations.

After signing of the Collective Agreement, present employees whose employment application and medical forms were completed using incorrect information, shall not be subject to discipline for the reason of incorrect information, on such application forms.

Any new employee who has obtained at least six (6) months seniority and whose employment application form was completed using incorrect information, shall not be subject to discipline for the reason of incorrect information on the employment application form.

This in no way limits or restricts the right of the Company to discipline any employee for just cause except as outlined above.

#19 OVERTIME-ARTICLE 10.03(2)

As discussed during recent negotiations, this will clarify the intent of the parties with regard to Article 10.03(2) of the Collective agreement as it relates to offering overtime to employees other than those normally performing the work.

When overtime is to be worked on Sunday and statutory holidays, the low man concept including spares will be followed:

“On the shift the overtime occurs” shall mean:

- a) the 7:00 a.m. to 3:00 p.m. and the 7:00 a.m. to 3:30 p.m. shifts will be the same shift for the purpose of overtime scheduling.

- b) the 3:00 p.m. to 11:00 p.m. and the 3:30 p.m. to 12:00 a.m. shifts will be the same shifts for the purpose of overtime scheduling.

#20 OVERTIME DISTRIBUTION - NON-PRODUCTION

The following reflects our understanding of how overtime is to be distributed for the non-production classifications identified below:

- 1) The applicable job titles are: Lift Truck Operator, Crane Operator, Material Handler, Labourer-Janitor, Shipper, Storekeeper-Receiver, Inspector and Weld Gun Repairman.
- 2) Where applicable, an employee reporting late to work forfeits his ownership and the right to any overtime on his owned job for the day (i.e. a twenty-four (24) hour period), should additional manpower be required on his owned job, he will be returned to such job and be eligible for any overtime being offered on that job thereafter.
- 3) Any employee assigned to a job to replace an absent employee, will own that job and be eligible for any overtime on such job for a twenty-four (24) hour period.
- 4) When an employee is assigned to perform work which results in a job or area supporting manpower over and above that which is considered standard, overtime on such job will first be offered to the employees who own the job, then if there is an additional requirement, it will be offered to the employees assigned to such job.
- 5) An employee classified as a "Spare" will only be eligible for overtime on the job he is working on at the time overtime is being distributed.
- 6) For safety reasons, when the Company requires an employee to be assigned to perform outside "Shipper" work, only employees with previous shipping experience will be eligible for the assignment, thereby restricting all outside shipping work, whether during regular or overtime hours, to employees with previous shipping experience.

#21 OVERTIME DISTRIBUTION - TRAINING

Further to our discussion regarding the availability of overtime for employees attending training sessions, the following will apply:

While attending such training sessions:

- 1) Employees will be eligible for overtime through the normal work week (i.e. Monday to Friday inclusive) on their regular shift provided their Departmental Classification has been exhausted as per Article 10.03(2) of the Collective Agreement.
- 2) Employees will not be charged for any overtime hours they are not asked to work.
- 3) Employees will be eligible for weekend overtime on their regular shift (i.e. Saturday and Sunday, and Friday or Monday of a long weekend).
- 4) Employees must make their intention to work overtime known to the Company. Employees are obliged to contact their supervisor by no later than the day before an overtime assignment to determine if they are scheduled for that overtime.

#22 OVERTIME DISTRIBUTION - SKILLED TRADES

This agreement will clarify the intent of the parties with regard to Article 10.03(2) of the Collective Agreement as it relates to the skilled trades.

This agreement will only apply to skilled trades classifications normally working on ALL starting and finishing times laid out in Article 10.05 of the Collective Agreement.

1. When overtime is to be worked, the low man concept will be followed in all cases.
2. "On the shift the overtime occurs" shall mean:
 - (a) the 7:00 a.m. to 3:00 p.m. and the 7:00 a.m. to 3:30 p.m. shifts will be the same shift for the purpose of overtime scheduling.
 - (b) the 3:00 p.m. to 11:00 p.m. and the 3:30 p.m. to 12:00 a.m. shifts will be the same shift for the purpose of overtime scheduling.
3. When overtime is to be scheduled strictly for the purpose of production coverage on the 7:00 a.m. to 3:30 p.m. or the 3:30 p.m. to 12:00 a.m. shifts, the man with the least amount of overtime hours will be offered the overtime. In such cases, the unpaid lunch will apply.
4. When the overtime to be worked is of any nature other than the production coverage described in section 3, the following will apply.
 - (a) employees will work their normal shifts of 7:00 a.m. to 3:00 p.m. and 7:00 a.m. to 3:30 p.m. on the "A" shift.
 - (b) employees working on the "B" shift will start at 3:00 p.m. and finish at 11:00 p.m. and shall receive a paid lunch.
5. When it is necessary to schedule overtime that involves a combination of the times outlined above, employees will be assigned to their regular shifts. When this cannot be applied, employees will be assigned by seniority.
6. Skilled trades overtime hours will be adjusted the first Monday of November of each calendar year, by subtracting from the

hours of each person in each trade the hours credited to the low man in such trade and adjusting the low man's hours to zero.

#23 OVERTIME EQUALIZATION (MONDAY)

During recent negotiations, the Company and Union discussed the provisions of Article 10.03 (5) (i.e. absent from the plant) as it applies to offering Monday overtime to employees.

When the Company finds it necessary to offer Monday overtime during a weekend shift immediately preceding that Monday, the following will apply:

- 1) As Monday starts a new week, overtime hours must be calculated to determine eligibility for Monday.
- 2) Using the low man concept, employees will be contacted and will be offered overtime as follows:
 - (i) In early overtime, will be offered to the employees scheduled to work the regular shift immediately following the overtime assignment.
 - (ii) Should Monday be an overtime shift, employees scheduled to work that shift, considering normal shift rotations, will be eligible for such overtime.

#24 OVERTIME - UNION TIME STUDY

The Company agrees to the following when a Union Time Study Man is required on an overtime shift and none is available.

Upon request of the Union Representative for the area requiring the service, the Supervisor will call in any one of the active Union time Study

Representatives. It is understood that call-in pay provisions will not prevail and only the time spent in the plant directly related to the immediate problem will be paid for by the company.

#25 P.H.R. -ARTICLE 14.10(a)

During recent negotiations, the subject of mid-year new model introductions and model changes was raised. The Company agreed the P.H.R. would be substituted for pre-production rate in clause 14.10(a) when such situations occur outside the normal model year changeover period. It is clearly understood that major programs are excluded from this exception.

#26- P.H.R. - NOT REDUCING

The Company agrees to continue the past practice with respect to the leadhands rate of pay.

#27 P.H.R. - RUNTIME AND DOWNTIME

During recent negotiations, the Company agreed that whenever P.H.R. is paid on an incentive job, it will be paid for both Runtime and Downtime.

#28 PAID EDUCATION LEAVE

In negotiations resulting in this Agreement, the Company agreed to pay into a separate fund, **four cents** (\$.04) per hour per employee for all hours worked during the life of this Agreement for the purpose of providing paid education leave for Members of the Bargaining Unit, selected by the Union to attend courses to upgrade skills in all aspects of trade union functions. Such monies will 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 P.E.L. Administration Office, Box 897, PORT ELGIN, Ontario, NOH 2C0. It was further agreed that selectees 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 will continue to accrue seniority and benefits while on leave.

#29 RE-ASSIGNMENT ON OVERTIME

When it becomes necessary to reassign employees on overtime due to machine breakdown, shortage of parts or absenteeism, the Company agrees that these employees will only be assigned in their departmental classification for four (4) hours of their shift. Thereafter, the employees will only remain in the plant on their scheduled jobs except in the case of an emergency.

#30 SCHEDULING WORK DURING VACATION SHUTDOWN

The Company agreed to the following as it applies to the scheduling of work during a vacation shutdown period.

- a) Men will be asked to work by seniority within their department classification. (In non-production where they have area ownership, area ownership will be the same as departmental classification for the above procedure). **Probationary employees will be entitled to work under this letter, providing they have been assigned a job as per Article 8.10 of the Collective Agreement.**
- b) If an employee's ownership runs during this period, the employee in the plant because of (a) above, will be entitled to work on his ownership by seniority.

c) Only those employees scheduled or requested to work will be charged with overtime hours during this period.

#31 TEMPORARY LAYOFF USING OVERTIME HOURS

During the course of our recent negotiations, the Company agreed to continue the practice of using overtime hours in temporary layoff situations. For example, if during a shift a module goes down and some employees are going to be sent home due to lack of work, those employees with the most overtime would be sent home and the low hour employees would be retained to perform the available work.

This understanding was made on the basis that any errors made in applying the above, would not become the basis for a grievance or any armchair payment.

#32 TECHNOLOGICAL CHANGE

When the Company is considering the introduction of technological change affecting Members of the Bargaining Unit, the Union shall be notified and kept up-to-date as new developments arise and modifications are made.

The Company will continue to involve the members of the Bargaining Committee and selected involved members of the Bargaining Unit in new product launch meetings, meetings about the introduction of new equipment and processes or contemplated changes in the technology used to produce existing product.

At the request of the Union, the Company will meet, not more often than each six months, to discuss the Company's plans and efforts with respect to technological change. At such meeting the Company will, from time to time, invite members of the Budd Company research and development community and representatives from its engineering functions as appropriate to share information on their present projects or future technological developments. It is

contemplated that attendees at the meeting will discuss subjects such as new technology, research, improvements in current processes, changes under current consideration, new projects and updates on current projects. At such meetings it would be appropriate to discuss potential impact on the members of the Bargaining Unit arising from such technological change.

The Company agrees to provide for continuing consultation and cooperation with the Union in respect to relocation and/or retraining of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

#33 TEMPORARY RECALL

The Company and the Union agree to recall any employee who is laid off from his job ownership rather than using a Spare to cover for extended absences of not less than a three (3) month period.

It is further understood that there will not be any increase in manpower in the affected classification or plant because of this recall and subsequent layoffs, these employees will not be considered to have ownership on the job recalled to.

#34 TEMPORARY LIFT TRUCK OPERATOR

This letter will apply when there are no employees laid off from the lift truck classification.

1. Due to the inability to obtain sufficient lift truck operators, under certain circumstances it is necessary to have a reserve of temporary lift truck drivers.
2. Candidates will be required to pass the prescribed test for lift trucks

3. Successful candidates will be issued licences. A list of those licensed will be given to the Committee person upon request.
4. It is understood that for overtime, the present procedure asking the regular fork lift drivers in the classification, must come first. Additional requirements may then be filled by temporary fork lift drivers.
5. It is understood and agreed that any employee who applies for the above, and successfully passes the lift truck test, will not have to be re-tested for this classification in the event he applies for the position through job posting at a later date.
6. The Company will not use temporary drivers before asking the drivers on the previous shift to work four (4) hours over. If at this time the Company is unable to get enough regular drivers to stay over, they may use temporary drivers to cover for the first four (4) hours.

Thereafter, the Company will call in the drivers from the following shift four (4) hours early to cover the rest of the shift. If they are unable to get a sufficient number of regular drivers to come in early, they may use temporary drivers. This applies to the regular work week.

7. The Company will not use the leadhand to work on a job, before asking the regular drivers to stay over four (4) hours. If no one stays over, the leadhand may drive for four (4) hours. Thereafter, the Company will call in a regular driver four (4) hours early to cover his job. If no one comes in, then the leadhand may drive the remaining four (4) hours of the shift. This includes weekend overtime.

#35 TOOL REPLACEMENT - SKILLED TRADES

This is to express the intent of the Company to continue its practice of replacing tools of skilled trades employees as a result of their tool boxes having been broken into and/or stolen.

Replacements will only be made where employees have complied with the provisions of clause 15.17 of the Collective Agreement and when an employee has presented evidence satisfactory to the Company that a theft occurred.

#36 WEEKEND OVERTIME HOURS CHARGING

- a) Only employees eligible for Saturday overtime will be charged for Sunday overtime when Sunday overtime is scheduled on Saturday.
- b) Employees accepting overtime for both Saturday and Sunday who do not report for work on Saturday, will be assumed absent for Sunday and will be charged for both days.

#37 OVERTIME FOR UNION LEAVE OF ABSENCE OR COMPANY BUSINESS

Further to our discussion regarding the availability of overtime, while employees are on Company business, Union Leave or P.E.L.:

- 1) Employees are not eligible for and can make no claim against the Company for overtime to be worked through the normal work week (i.e. Monday to Friday inclusive).
- 2) Employees will be charged with refusing those overtime hours as specified in (1) above.

- 3) Employees will be eligible for weekend overtime on their regular shift (i.e. Saturday and Sunday, and Friday or Monday of a long weekend).
- 4) The employee must make his intention known to the Company prior to the leave. The employee is obliged to contact his Supervisor no later than the day before the overtime assignment to determine if he is scheduled for that overtime.

#38 SAFETY INSPECTION OF EQUIPMENT

The parties discussed the Union's concern regarding the installation of necessary safety measures on new, rebuilt or relocated equipment and fixtures. It is the Company's intent to continue its present practice to encourage members of the Joint Health and Safety Committee to inspect where practicable, such installations with a view to providing recommendations to management.

#39 PERIODS OF EXCESSIVE OVERTIME

The Company recognizes it creates a problem when excessive overtime is being worked when seniority employees are on layoff. It is not the intent or desire of the Company to work extended and constant periods of overtime when there are Seniority Employees laid off. The Company agrees to meet with the Union to review and explore alternatives such as weekend worker programs and where practicable, the recalling of laid off seniority employees who are capable of performing the work.

#40 PROBLEM SOLVING GROUPS

The Company and the Union have agreed to continue to work together to ensure continuing improvement using problem solving

groups. The Union, however, has a number of concerns regarding this process. As a result of these, the parties agree this process will have no impact on any matters pertaining to the Collective Agreement.

The parties have also agreed to the following:

- The Company will provide four (4) hours of C.A.W. training to everyone in the plant
- The Union will appoint one (1) Coordinator to oversee and monitor the process on its behalf and provide for the training of its members
- Members of the Bargaining Committee will be entitled to attend any and all meetings pertaining to the Problem Solving Process
- In the event there is any job loss or vacancy left unfilled within a classification as a result of the Problem Solving Process, efficiency improvements, or any Company initiated programs or processes, these losses will be addressed through the Restructuring Payment Plan.

#41 APPRENTICESHIP PROGRAM

During current negotiations, there was much discussion about the status of the Apprenticeship Program. The Union requested the Company commit to add apprentices. The Company advised the Union it could not commit to add apprentices because the forecasted changes in customer volumes and products make it impossible to define long term skilled trades needs at this time.

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

The Apprenticeship Committee will meet with the Manufacturing Manager not more frequently than each three months to review the status of skilled trades employment, and when it is appropriate and practicable, apprentices will be added to the rolls.

#42 MACHINE CONTROLLED JOB DOWNTIME

During recent negotiations, the Union raised its concern that incentive standards were being applied to new machine controlled jobs before they were capable of maintaining consistent runs due to automated equipment downtime.

As a result of lengthy discussions on this matter, the Company agreed future incentive standards would not be applied on machine controlled jobs until such time as experience gives reason to believe the downtime caused by automated equipment is controlled to the extent there is no more than two (2) hours of such downtime during a regular shift.

The parties agreed it is in their interest to focus their joint efforts on reducing automated equipment downtime on such jobs to the extent an incentive standard can be applied. In circumstances of extreme, extended and constant periods of automated equipment downtime on machine controlled jobs, the parties have agreed to explore the application of plans such as a progressively declining special compensation element to promote efforts to eliminate the abnormal downtime condition.

#43 POLICY CLARIFICATION ON PRE-PRODUCTION

- 1) paypoint or incentive group is on pre-production when it is fully manned. When one or two men are assigned to work to try out equipment, payment will be at P.H.R. The 60 days to set a rate will commence from the first day on pre-production. "Fully manned" can exist when one of two men is used at a station when two are not required until incentive pace is achieved.

- 2) Offline green frame repair language is the same for pre-production groups as for incentive groups. Seniority and P.H.R. privileges apply.
- 3) Pickup and repair activities are paid:
 - (a) The same as the line pre-production - if we are dealing with the same crew's production.
 - (b) P.H.R., if we introduce "backlog" repair to the pickup and repair men. Backlog meaning substantial pieces, not small quantities from prior shifts which are normal carryovers.

#44 MISCELLANEOUS JOB ASSIGNMENT

During recent negotiations, the Company and Union discussed the assignment of miscellaneous type jobs to Bargaining Unit classifications.

Before any future miscellaneous jobs are assigned to be performed, the Company will meet with the Local Bargaining Committee members to review the requirements of such job and assist in determining the classification to perform the work.

#45 LIGHT DUTY EMPLOYMENT

The Company agrees to provide three light duty positions as fire observers in accordance with the following:

- 1) The firewatch jobs are not long term positions and may be increased or reduced at any time the Company deems necessary.
- 2) The maximum period of time that any employee may work in the firewatch job shall be six weeks. Extensions may be granted when

mutually agreed upon by both parties, provided that medical evidence acceptable to the Company Physician supporting such extension, is provided by the employee.

- 3) Firewatch coverage may be required in overtime situations and weekends. In the event the Company is unable to schedule employees normally performing the firewatch for overtime, the Company shall have the option of providing the coverage through the contracted security service.
- 4) The rate of pay shall be set at \$.50 per hour less than Labourer-Janitor classification plus applicable COLA, S.C.A. and shift premium. Employees performing these jobs will accumulate seniority while in these jobs, however, they are not subject to replacement by more senior employees in the event of layoff.
- 5) The Company and the Union agree to mutually select which employees are to be placed in these jobs. The selection of employees shall be based upon medical restrictions and where possible, by seniority.
- 6) The purpose of placing employees in the firewatch jobs is to bring injured workers back into the workplace on a gradual basis.

#46 QUALITY ASSURANCE AUDITOR JOB VACANCIES

It is the intent of the Company to fill Quality Assurance Auditor openings from Floor Inspector ranks whenever possible. It is understood that the candidates need to meet the necessary qualifications, either academically or equivalent experience, to be considered.

#47 COMPANY PAID BENEFITS (W.C.B. REHABILITATION JOB)

The parties agreed during the final stages of negotiations to continue to provide Company-paid benefits (as per agreement re: amounts and duration) to those on disability leave who have been placed by the Worker's Compensation Board in a rehabilitation job where that employer does not provide similar benefits.

#48 OFF STANDARD CONDITIONS

At recent negotiations, the administration of "off standard allowances" was discussed with reference to establishing "prior earnings opportunity."

The Company agrees to the following practice for the life of this Collective Agreement.

- 1) Any off standard condition that has an earnings opportunity of or more, will have no adjustment.
- 2) If the earnings opportunity falls below 185%, then an allowance will be applied to the rate that will provide an earnings opportunity equal to the following:
 - (a) In assembly - the average of the highest crew on that job and paypoint taken from the last published weekly performance report.
 - (b) In the Press Shop - the highest of the last three runs of that job.

#49 ERGONOMICS

During recent negotiations, the Company and Union recognized the need to address a mutual concern for potential work-related injuries resulting from poor work station arrangements and/or improper

work habits. As a result, the parties have established an ergonomic task force to review these mutual concerns.

The Ergonomics Committee will be responsible for establishing, conducting and implementing procedures and resolves that will improve the working environment as it relates to ergonomic issues. The intention will be to improve the working environment and worker health. The Company will ensure that the Committee receives the training, education and resources that will enable them to perform their duties effectively.

The Ergonomics Committee will consist of an equal number of members from both the Union and Management. Both parties will be responsible for appointing their respective representatives on the committee.

#50 BEREAVEMENT (ARTICLES 10.21& 10.22)

This is to confirm the intent of the Company to continue its practice related to special consideration for bereavement leave and pay as specified below.

When due to circumstances beyond an employee's control he is unable to attend a funeral as required in Article 10.21 but does provide satisfactory proof of attending a memorial service, he will be excused for one (1.0) normally scheduled work day with pay to attend such service.

When there is no memorial service or the employee cannot attend a service, he will still qualify for one grieving day with pay within one week of the date of death provided satisfactory proof of death is provided to the Company.

#51 RECALL FOR THREE MONTH ABSENCES

The Company and the Union agree to recall any employee who is laid off from his job ownership rather than using a Spare to cover for extended absences of not less than a three (3) month period.

It is further understood that there will not be any increase in manpower in the affected classification or plant because of this recall and for subsequent layoffs, these employees will not be considered to have ownership on the job recalled to.

#52 JOINT TRAINING/EDUCATION COMMITTEE

During the previous collective agreement, the Union and the Company successfully formed a Joint Training Committee that was responsible for establishing training programs for the members of the Union and the employees of Budd Canada Inc.

This letter will confirm the intent of both parties to continue this practice during the term of this Agreement.

It is understood that any training or education will be implemented through this committee. The committee will be responsible for recommending training/education programs, budgeting, scheduling curriculum, etc.

The Joint Training/Education Committee will consist of an equal number of people from both the Union and Management. The respective Unit Bargaining Committees will select the union members to be appointed to this committee.

#53 SKILLED TRADES INVOLVEMENT PROGRAMS AND PROCESSES

The Company and the Union agree that as new technology, new programs and new products come into the plant, that a more aggressive approach must be taken by the Skilled Trades, Management and Union representatives.

When practical, prior to new technology being introduced into the facility, the Company will see that the appropriate skilled trades receive training. The training will consist of any training required to run, maintain, repair or PM equipment. It is understood that all necessary training will go through the joint training and Education Committee.

The Company agrees that when equipment or tooling are to be built outside the Kitchener Plant, the Company will involve the appropriate skilled trades at the build source.

After the installation of any new equipment or process the Company will have follow up program meetings to have the Skilled Trades review, assess and make recommendations.

#54 PROTOTYPE

The Company recognizes that the prototype area can tend to be very cyclical throughout the course of the year and that more Tool and Die Makers are required to become familiar with the prototype area to meet customer requirements and attain knowledge of current and future product.

The Company will make every effort to rotate Tool and Die Makers through prototype on a regular basis when shift agreements are renewed. The current steady 'A' shift Tool and Die Makers in

Prototype will be maintained as long as there is enough work on that shift to support them.

The Company may with mutual agreement from the Union schedule the prototype Tool and Die Maker for overtime out of the low man concept. For every man scheduled to work in Prototype out of low man concept, the Company will schedule two men from the overtime equalization list, assigning the men to prototype work only.

#55 WAIVE LOW MAN CONCEPT IN EMERGENCY SITUATIONS

The Company and the Union recognize that in cases of extreme emergency, where the customer requirements are in jeopardy and the Company can show proof of such situations and after full consultation with the Skilled Trades Committeeperson, the Company and the Union may mutually agree to waive the Low Man Concept for the specific case only.

The Company recognizes that this Article is for extreme emergencies only and will not be for any other situations.

#56 ENVIRONMENT/HEALTH & SAFETY COMMITTEE

The Company and the Union agree that because of the concern for the health and safety and environmental concerns of our employees, the parties agree that the Chairperson of the Environmental Committee or his/her designate, will at the request of the Joint Health and Safety Committee Chairperson and with the approval of the Human Resources Manager, attend meetings of the Joint Health and Safety Committee, where environmental issues are to be discussed.

#57 REASSIGNMENT SKILLED TRADES

During the 1997 negotiations, both the Company and the Union expressed concerns regarding situations which develop from time to time, where there is work to be done in a certain trade, and that trade has been exhausted for overtime purposes.

It is agreed between the parties, that in such situations, the Skilled Trades Committeeperson or his/her designate, will meet with the Company and may mutually agree to assign another trade which has the necessary skills to assist and supplement the primary trade to do the work in lieu of using Outside Contractors. In such cases, the secondary trade will only be asked to work the overtime after the primary trade has been exhausted.

#58 PRESS SHOP START-UP

The form lines and portables in the Press Shop will be paid a twenty (20%) allowance for the first two clock hours (includes run time and down time) after a new job start up immediately following a die set. This provision does not apply to the blanking area. This allowance is in lieu of the allowance specified in 14.31 (a).

#59 PRESS SHOP -AUTOMATED AND TIMER JOBS

The form lines and portables in the Press Shop shall have an earnings opportunity of 220% gross on automated and timer jobs. This level of earnings opportunity is contingent upon operators working from bell to bell and cessation of end of shift downtime abuses. Should unwarranted downtime occur at the end of shift the supervisor will turn off the downtime indicator. This provision does not apply to the blanking area.

#60 ASSEMBLY 440 MODULE - MECHANICAL AND/OR ELECTRICAL DOWNTIME

When there is excessive, non-routine, mechanical and/or electrical downtime that is beyond the control of the operators the following three operations in the 440 module will be paid downtime at the rate of 160% of the hourly base rate:

1. Op. 50-90 transfer walking beam
2. Op. 105-125 transfer - overhead
3. Op. 140 to Tip-up and escape walking beam

Op. 140 to Tip-up and escape walking beam, such payment will only occur when the 325 Tip-up is locked up due to downtime and the 440 module is backed up during the same lockout period of time. This payment scheme will not apply to the 440 Tip-up and the 440 pierce units.

#61 440 MODULE - CHANGEOVER

An allowance for changeover will be paid for all models in the 440 module. The allowance will be calculated as follows:

The allowance will normally be paid only for the first hour of the changeover shift. At the discretion of the shift supervisor and his general supervisor additional time may be paid when conditions occur that cause the changeover to spill-over into the second hour however, the parties understand this is an exceptional circumstance.

- I. The frames produced by the crew in the first hour following the start of production after the changeover will be added to the frame production of the crew in the last 7.0 hours of the shift for the purpose of calculating a per hour rate to be applied to the first hour.

II. The earnings per hour from the last seven hours, after inclusion of the count from the first hour, will be paid for the first hour.

#62 ARTICLE 5.11- REPLACEMENT OF SAFETY REPRESENTATIVE DURING PRIME VACATION PERIOD

During the 1997 Negotiations the parties agreed the Safety Representative could be replaced while absent for vacation of one or more weeks during the prime vacation period provided a press line or assembly module is scheduled to work. The replacement must be a certified member of the Joint Health and Safety Committee established in Article 17.01. If Committee members are scheduled to work during such period the senior employee will be appointed. If no committee member is scheduled to work the senior person not working will be appointed.

His privilege to leave his job is limited to the handling of safety matters relating to or arising from the work during the Safety Representative's absence, on behalf of employees working during such absences.

#63 ARTICLE 5.12 --- STEADY DAYS FOR CERTAIN UNION OFFICES

Article 5.12 provides that employees elected to certain Union offices, will be retained on the day shift. The provisions with respect to rotating shifts and steady days sometimes require the Company to retain an extra person on a job to retain an Union Official on steady days. The parties agreed that the extra person could be assigned to any job in his classification provided he will not be assigned outside his department so long as there are extra persons working in his department.

#64 HOURS OF WORK DURING HUMIDEX MONTHS

In order to ensure our customers with a reliable supply of products during the period of the Humidex Agreement, the Company and the Union agree to the following:

- 1) The regular hours of work and normal shift rotation(s) will be observed until such time as the inventory level of any final product falls, or is expected to fall below three (3) days and constitutes a supply threat to our customers. If this occurs, the appropriate Management and Bargaining Committee Representatives will meet to review the situation.

The Company will exhaust all avenues in order to maintain an eight (8) day inventory on all final products.

- 2) If necessary, the Company will announce and post a notice of a change in the regular working hours, giving as much notice as possible. All employees scheduled to work a normal "A" - "B" shift rotation, will be rescheduled to work an "A" - "C" rotation effective the Monday following notice. Any employee absent from the plant for any reason, will be contacted and informed of this change.

- 3) The regular hours of work while on the "A" - "C" rotation will be as follows:

"A" shift - 7:00 a.m. to 3:00 p.m. with a paid lunch

"B" shift - 3:00 p.m. to 11:00 p.m. with a paid lunch

"C" shift - 11:00 p.m. - 6:00 a.m. with a paid lunch (eight (8) hours pay)

In any case when the Humidex horn sounds prior to the seventh hour of a shift, an employee completing seven (7) hours of his

regular shift will receive an additional hour pay, for a total of eight (8) regular hours pay.

- 4) **Skilled Trades:** Every effort will be made to maintain the Shift Agreements in affect at the time this Agreement goes into effect. Least senior employees will be temporarily assigned to vacancies on shifts resulting from this Agreement.
- 5) When inventory levels of all final products increase to five (5) days, reasonable notice will be given and all employees will revert back to their regular hours of work, shift and normal shift rotation effective the Monday following the notice.

#65 TAG RELIEF

During the 1997 negotiations, the Company and the Union agreed that the practice of tag relief cannot continue in the environment being contemplated by our discussions affecting the future of the Budd Canada, Kitchener facility.

Effective with the introduction of the "Day Rate" system to any new or existing production area, the tag relief practice will be discontinued. This will not, however, prevent an employee from receiving washroom relief upon request.

#66 OPERATOR ASSISTED CHANGEOVERS IN THE PRESS SHOP AND ASSEMBLY

During the 1997 negotiations, the Company raised a concern about the inefficiencies incurred when changing over the Press Lines, Press Line Automation, Blankers, Assembly Modules and Sub Fixtures.

Therefore, the parties agree when a changeover is to take place, the operators will assist and follow the direction of the Die Setters and Skilled Tradesmen.

Any necessary isolation and reconnection of energy sources, with the exception of quick disconnects, will be performed by the appropriate tradesmen.

#67 PRESS SHOP FIRST OFF ACTIVITY

During the 1997 negotiations, the parties discussed the first offs in the Press Shop. This historically has been the responsibility of the Tool and Die classification, however, in an effort to make the facility more productive and efficient, the Die Setters and Press Operators will be able to run the First Off providing the tools have not been modified (e.g. repaired, rebuild, or tryout). This agreement does not preclude the Tool and Die Makers from running a First Off if required.

All work in the dies will be the responsibility of the Tool and Die Makers.

#68 ARTICLE 5.03(e)

Effective with the 1998 Local 1451 election of Union Stewards, the Union agrees when there are 50 or fewer non-production employees (excluding trades) on a scheduled 'C' shift, only one (1) Non-Production Steward will represent all the non-production employees on that shift.

As these cases arise, the Union will inform the Company which Steward will represent those employees on the shift referred to.

This Steward will be allowed time off during his shift as outlined in Article 5.03(b) to attend to his representation duties.

#69 NEW WORK AND INSTALLATIONS

During the 1997 negotiations the parties discussed the utilization of the skilled trades in the Kitchener Plant and the use of outside contractors. The Company also reviewed circumstances in which excessive overtime and work inefficiencies resulted from disputed interpretations of Article 15.24. The Union reviewed their concerns for an effective and full utilization of the skills of the plant's tradesmen.

During the discussion the parties agreed to the following with respect to the application of Article 15.24 in the future.

When new installations/work are scheduled for the Kitchener Plant:

- a) **An Outside Contracting Committee consisting of four principle trades (Tool and Die Maker, Electrician, Fabrication Welder and Millwright) and the Committeeperson appointed by the Local Union and members of Management will meet in advance of the new installation/work to review the scope of the work and discuss whether there exists an opportunity to**
 - 1) **Perform the work with Budd tradesmen as per Article 10.01 of the Collective Agreement; or**
 - 2) **Assign a portion of the work to Budd tradesmen; or**
 - 3) **Perform the work with outside contractors.**
- b) **When outside contractors are used on new installations/work, the Company will assign one (1) tradesman from the affected principle trade(s) to work with the contractor. The tradesman will serve as a trade contact and source of assistance for the**

contractor to become familiar with the new equipment and assist in training, if required.

- c) When this procedure is followed, the concept of “all available hours” as per the Collective Agreement will not apply.

#70 MEASURED DAY WORK SYSTEM

As part of the Measured Day Work System, the parties agree the Company will establish production standards on all Day Work jobs using the current Engineering Work Standards (EWS) format which utilizes Predetermined Time Standards.

The rules governing the establishment of these standards shall be outlined separately from Article 14.

The Company and the Union will identify qualified representatives from each side to examine and recommend which provisions of Article 14 would apply, including any modification thereof and/or new provisions the committee deems necessary.

#71 SOCIAL JUSTICE FUND

During the current negotiations, the Union discussed their desire for the Company to contribute to a “Social Justice Fund”. The Fund would be used to provide financial assistance to such things as: food banks, emergency relief to assist victims of hurricanes, drought, etc., and sponsorship of international projects in underdeveloped countries.

The Company is agreeable to contribute one cent (\$.01) for each straight time hour worked on a quarterly basis commencing July 2, 1997 based upon the following conditions:

- 1) **The fund would be incorporated as a non-profit corporation and registered as a charity under the Income Tax Act. Proof of such incorporation and registration would be available to Budd Canada Inc. prior to the commencement of contributions, in addition, ongoing proof of such status will be provided upon request.**
- 2) **The Union obtains a favourable Income Tax Relief from the Department of National Revenue that all Company contributions to the non-profit corporation are tax deductible for the Company.**
- 3) **All contributions will be made directly to the non-profit corporation.**
- 4) **The Union will provide Budd Canada Inc. with the annual audited financial statements and summaries for each year's donations made by the non-profit corporation.**