

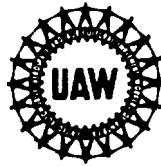
AGREEMENT

By and Between



Casting Division
(BENN IRON FOUNDRY LIMITED)
WALLACEBURG, ONTARIO

- and -



THE INTERNATIONAL UNION,
UNITED AUTOMOBILE AEROSPACE
AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA (U.A.W.)
AND ITS LOCAL 251

Dated: June 3, 1997
JUN 11 1997 to
September 30, 2002

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AGREEMENT

Entered into as of the 3rd day of June 1997

By and Between

WABCO Casting Division
(BENN IRON FOUNDRY LIMITED)
WALLACEBURG, ONTARIO
(Hereinafter Called The Company)

- and -

THE INTERNATIONAL UNION, UNITED
AUTOMOBILE AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (U.A.W.)
AND ITS LOCAL 251
(hereinafter called the "Union")

Witnesseth:

The parties hereto mutually agree as follows:

1. The collective agreement dated November 11, 1994 which had an expiry date of September 30, 1997, is renewed on the terms contained herein.
2. The renewed agreement will expire on September 30, 2002.

ARTICLE 1 PURPOSE

- 1.01 The purpose of this agreement is to establish and maintain harmonious relations between the Company and its employees, to establish conditions of employment, and to ensure smooth and efficient operation of the plant without interruption for the general benefit of the Company and its employees.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union as the sole

bargaining agent for all its hourly rated employees, as certified by the Ontario Labour Relations Board, for the purpose of collective bargaining and negotiations with reference to rates of pay, hours of work, and working conditions within the scope and terms of the agreement, which may exist, or may arise during the life of this agreement. A Union Representative will be present during all meetings with employees in regards to any of the above issues.

- 2.02 The company recognizes that, in the interest of harmonious relations, the Union will be notified in advance of the implementation of any changes to the "Rules and Regulations" as currently posted in the workplace.

ARTICLE 3 UNION SECURITY

- 3.01 It will be a condition of employment for the life of this agreement that all present employees who have attained seniority rights must become members of the Union on the signing of this agreement and will remain members thereafter in good standing in accordance with the constitution and by-laws of the Union.
- 3.02 **All** new employees upon completion of thirty (30) working days in a twelve (12) month period will become members thereof in good standing, in accordance with the constitution and by-laws of the Union for the life of this agreement. The foregoing is for the purpose of union membership and in no way relates to the attainment of the employees' seniority.
- 3.03 The Company will, during the term of this Agreement, deduct an employee's initiation fee, Union dues, and assessments on a monthly basis from any hourly rated employee who has worked or been compensated by the company for forty (**40**) hours in any one (1) month, or as required by the U.A.W. constitution. Such deductions will be credited to the Secretary-Treasurer

of Local 251, not later than the tenth (10th) day of the calendar month next following the month in which such deductions are made. The Company and the Union will work out a mutually satisfactory arrangement by which the Company will furnish monthly records to the Financial Secretary of Local 251 of those from whom deductions were made, together with the amount of such deductions.

ARTICLE 4 RESERVATIONS TO MANAGEMENT

4.01 The Union recognizes the right of the Company to hire, promote, and transfer any employee, to manage its business in all respects in accordance with its obligations, to direct the work force and to make and alter from time to time Rules and Regulations, same not to be inconsistent with provisions of this agreement and subject to the right of the employees to file a grievance.

4.02 The Union also recognizes the right of the Company to discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his/her probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this agreement may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 5 REPRESENTATION

5.01 The Company recognizes a Plant Committee of five (5) employees, who are members of the Union and have been elected and/or appointed to represent the employees of the Company. One of the above will be elected and/or appointed and recognized as the Plant Committee Chairperson and the others will be recognized/as Committee Persons. One of the above Committee Persons will be elected and/or appointed from the maintenance department.

- 5.02 The Company and Union recognize that a committee person will be scheduled to work on each shift where the plant population exceeds fifteen (15) employees. The committee person(s) will then represent the employees on their respective shift(s).
- 5.03 Should there be more than one committee person (excluding the maintenance committee person) scheduled on the same shift then the Union will designate which committee person will be the employee representative on that shift.
- 5.04 The Company will recognize a Negotiating Committee consisting of a maximum of five (5) members of the elected Plant Committee.
- 5.05 The Company will recognize the Union Committee appointing a steward for the maintenance department or plant-wide on any shift that requires a steward.
- 5.06
1. The Plant Chairperson of the Union Committee is a full-time position assigned to a day shift only.
 2. The Plant Chairperson will assist the Employee Relations Supervisor in areas such as layoffs, recalls, overtime equalization, etc.
 3. The Plant Chairperson will adjust all grievances and other concerns as per the collective agreement.
 4. There will be one committee person assigned to act as the Union representative on each shift. In addition, there will be a steward assigned to each shift who will act only in the absence of the committee person. A committee person or steward shall obtain permission from his/her foreperson or designate, prior to leaving his/her work assignment, in order that he/she may confer on a grievance or potential grievance. The permission will be granted within one hour of the request. It is recognized that the foreperson does not

need to know the details of such Union business but should be given enough information to establish that such business is within the scope of the collective agreement. The committee person will inform the foreperson of any department other than his/her own before the committee person proceeds to discuss any possible grievance with any employee of that department. Following a Step One grievance meeting, the Union Representative on shift will be given fifteen (15) minutes (and additional time if warranted) to summarize the grievance information which will then be forwarded to the Plant Chairperson. After a review, the Plant Chairperson will decide whether further investigation is required.

5. The day shift committee person will act only in the absence of the Plant Chairperson.

6. The Union stewards will be elected or appointed from the total work force.

7. Union representation in the Maintenance Department will be as outlined elsewhere in the collective agreement.

8. The Plant Committee will act as a full committee and will attend all scheduled meetings between the Company and Union unless otherwise decided by the Union.

5.07 The Company shall recognize and bargain with the said Committee in all matters properly arising during the life of this contract. All time spent in conference with Management, or in contract negotiations will be paid at regular earnings including overtime and shift premiums where applicable.

5.08 All members of the Plant Committee will be present at grievance or scheduled meetings between the

Company and Union unless otherwise decided by the Plant Committee.

- 5.09 Grievance meetings will be scheduled by the Company and the Union no more frequently than ten (10) meetings per year, and a minimum of thirty (30) days will elapse between such meetings unless this schedule is changed by mutual consent of both the Company and Union.
- 5.10 Discussion at these meetings will be limited to an agenda prepared by the Company and/or Union and delivered to the other party five (5) working days before the scheduled meeting.
- 5.11 It is understood that Committee people, as well as other employees, have their regular duties to perform. Committee people will be permitted, during their working hours, to leave their regular duties to adjust and present grievances in accordance with the provisions of the collective agreement.
- 5.12 Grievances and disputes relating to WCB, S&A, or Pension claims for members of the bargaining group are to be investigated and settled during working hours but it shall not be a condition of this agreement that any of these matters cannot be settled outside of normal working hours, all parties being agreeable, and with applicable overtime premiums to be paid.
- 5.13 The Company will provide the Union with an office equal to or better than the existing office for the duration of this agreement.
- 5.14 The Plant Chairperson will be paid twenty cents (\$.20) per hour above the highest paid person in his/her department.

ARTICLE 6 SAFETY COMMITTEE

- 6.01 The Company recognizes its obligation to provide a safe working environment consistent with Health and Safety legislation of the Province of Ontario. Within the scope of legislation, a Health and Safety Committee will be appointed. This Committee will function under the Provincial legislation in all matters pertaining to Health and Safety.
- 6.02 The Workers' Representative Co-chairperson will **be** assigned to a day shift only.
- 6.03 The Workers' Representative Co-chairperson will be elected or appointed from the work force. The Union Plant Committee will be responsible for choosing three Health and Safety representatives who will be assigned to each of the three shifts. The representative on the day shift will function only in the absence of the Workers' Representative Co-chairperson but will attend any Health and Safety Committee meetings scheduled during his/her shift.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 The Company and Union agree that it is of utmost importance to adjust complaints and/or grievances as quickly as possible.
- 7.02 **STEP ONE**
Should an employee have a complaint that the employee deems necessary to register, the employee will, with his/her Committee person, discuss the matter with the employee's Foreperson within two (2) working days following the date the occurrence took place or after discovery of the occurrence causing said complaint.
- 7.03 The employee's Foreperson will have up to three (3) working days in which to reply in writing to the Plant Chairperson regarding the complaint.

7.04 **STEP TWO**

Should the complaint not be adjusted satisfactorily, it may be reduced in writing, signed by the employee and/or committee person and the Plant Chairperson and presented to the Employee Relations Supervisor, within three (3) working days of receipt of the answer to the complaint.

7.05 The Employee Relations Supervisor will, within three (3) working days, give a reply in writing to the Plant Chairperson.

7.06 **STEP THREE**

If the grievance is not answered by the Company in the required time, or if the reply is not satisfactory, the Plant Chairperson may present an appeal to the grievance in writing to the Employee Relations Supervisor within three (3) working days of receipt of the answer. A meeting will then be held between the Company and Plant Committee within thirty (30) working days. Either the President of Local 251 and/or the International Representative of the U.A.W. may be present and take part in any such conference. A final response will be given on the grievance within seven (7) working days of the date of such meeting.

7.07 An employee who has been discharged and wishes to register a grievance must do so in writing within five (5) working days of written notification of discharge and such grievance will be dealt with beginning at Step Three.

7.08 All Policy Grievances, Group Grievances, and Company Grievances will automatically begin at Step III of the Grievance Procedure.

7.09 The time limits referred to above may be extended by mutual agreement.

7.10 STEP FOUR

If a settlement is not reached at Step III, the Union may request that the grievance be submitted to arbitration, in which event they will make such request in writing within twenty (20) working days after the final response of Step III. The arbitrator will, within ten (10) days from the date of receipt of the notice of appeal, be selected by mutual agreement between the Company and the Union. In the event of failure to agree, either party will submit a request to the Ministry of Labour of the Province of Ontario under Section 48 or 49 to furnish a qualified and available arbitrator. The decision of the arbitrator will be final and binding upon the Company and the Union. The arbitrator will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement. Each of the parties hereto will bear one-half the expenses of the arbitrator and the shares will be paid directly to the arbitrator.

7.11 In the event that the parties cannot agree on an arbitrator for discharge cases, the arbitrator will be selected through the Ministry of Labour in accordance with the Labour Relations Act, Chapter 228, Article 45.

7.12 When an employee is discharged, he/she will be given the opportunity of being interviewed by his/her Committee person prior to being requested to leave the plant and the employee will be so advised of this option. If, however, due to the nature of the offense or happening, it is deemed necessary by the Company to initiate immediate expulsion of the employee from the plant, a Committee person will be given an opportunity to immediately interview the discharged employee at a convenient location "off the company premises".

ARTICLE 8 SENIORITY

8.01 Seniority will be exercised as follows:

- 8.02 Fundamentally, the rules herein respecting seniority are designated to give employees an equitable measure of security based on length of service with the Company.
- 8.03 Employees hired during the course of this agreement will attain seniority and have their name placed on the seniority list upon completion of sixty (60) days worked or four hundred eighty (480) hours worked, excluding hours worked as a "summer student". This period may be extended by mutual agreement between the Company and the Union.
- 8.04 Employees will be Probationary Employees until they have become eligible for the seniority list. Once seniority is obtained his/her seniority date reverts back to the date of hire. Employees laid off during their probationary period will maintain recall rights for a period of twelve consecutive months from the date of layoff.
- 8.05 The discharge, suspension, or discipline of an employee during the probationary period will not be made the subject of a grievance under the grievance procedure. The termination, suspension or discipline of a probationary employee will be for reasonable cause. Reasons for discharge will be provided to the Union as requested.
- 8.06 If a layoff should decrease the work force to the extent that a Committee person should be laid off, then in such case, he/she will be considered to have top plant-wide seniority and may be transferred to another jurisdiction. The seniority so conferred by this paragraph will only exist so long as the Union will retain the Committee people or Chairperson of the Committee in their elected position.
- 8.07 Employees who accepted a position outside of the

bargaining group prior to August 31, 1988, and had their seniority stopped at that time will retain, but not accumulate, their seniority while outside the bargaining group. They will have it reinstated if and when they are returned to the bargaining group.

- 8.08 Employees who accept a position outside of the bargaining group after August 31, 1988 will have their seniority stopped at that time. They will have it reinstated if and when they are returned to the bargaining group but such seniority will be reduced one (1) year immediately upon accepting the position outside the bargaining group and one (1) year for each year the employee is outside the bargaining group.
- 8.09 The Company will post a revised department and plantwide seniority list in each department every month.

ARTICLE 9 LOSS OF SENIORITY AND EMPLOYMENT

- 9.01 Seniority rights will cease and employment will be deemed to be terminated for any of the following reasons:
- (a) If an employee quits;
 - (b) If an employee is discharged and such discharge be not reversed through the grievance procedure;
 - (c) If an employee fails to return to work after layoff within five (5) working days after receipt of notification to do so by registered mail to the latest address on record with the Company, unless the reason for the absence was unavoidable and beyond the control of the employee and proof of same is supplied to the Company.
 - (d) Unauthorized absence by an employee of three or

more consecutive working days unless the reason for the absence was unavoidable and beyond the control of the employee and proof of same is supplied to the Company.

(e) In cases of non-employment for a period of twenty-four (24) consecutive months where the employee's seniority is less than or equal to twenty-four (24) consecutive months;

(f) In cases of non-employment for a period equal to one-half (1/2) of the employees total seniority, plus 24 months, to a maximum of his/her seniority at the time of layoff, when the employee's seniority is more than twenty-four (24) consecutive months;

(g) If the employee overstays his/her leave of absence more than three (3) days, unless the reason for the extended absence was unavoidable and beyond the control of the employee and proof of same is supplied to the Company.

(h) If an employee selects normal or early retirement.

(i) If an employee has been on an approved WCB leave of absence for more than one year and has been approved for retraining under the WCB's vocational rehabilitation program.

ARTICLE 10 LAYOFF AND RECALLS

10.01 LAYOFF PROCEDURE - Under normal conditions "notice of layoff" will be given to the Union (Plant Chairperson and/or Committee) in advance of the pending layoff. In emergency situations, the Union representative on shift will be notified within one hour of the commencement of the layoff.

10.02 TEMPORARY LAYOFF - In the event of a reduction in the work force which is not expected to exceed three

(3) working days (temporary layoff), the employee with the least seniority within their classification and department on his/her respective shift will, for the first day, be subject to layoff provided that those remaining are able and willing to do the work required.

10.03 On the second and third day of a temporary layoff, an employee having more seniority than any other employee actively working will be retained at work providing he/she is able and willing to do the work required. During this period, the temporary transfer provisions (Article 11) will apply.

10.04 Temporary layoffs may be extended by mutual agreement between the Company and the Union.

10.05 EXTENDED LAYOFF - In the event that a layoff exceeds the three (3) day temporary layoff provision, then the layoff is considered to be an extended layoff and the provision for plant-wide seniority comes into effect.

(a) An employee having more seniority than any other employee will be allowed to exercise his/her seniority providing he/she is able to do the work required.

(b) If the classification selected is one that does not require extended training as per Appendix A, the employee moving to that job must be capable of carrying out the job responsibilities after a trial period of three (3) working days of being transferred, or a shorter period if mutually agreed upon.

(c) If the classification selected is one that requires extended training as per Appendix A, the employee moving to that job must be capable of carrying out the job responsibilities immediately upon being transferred.

10.06 RECALL PROCEDURE (a) If an opening occurs in a

classification and/or department previously filled by and/or worked in by the employee, and the employee was displaced from that classification and/or department, the displaced employee will be recalled to his/her previous classification and/or department, on a seniority basis providing the employee is able to fulfill the job requirements of the classification to which recalled.

(b) An employee laid off from active employment will be recalled to a vacancy on a seniority basis providing the employee is able and willing to fulfill the job requirements of the vacant classification and the vacant classification was not available to the employee at the time of layoff.

ARTICLE 11 JOB BIDDING AND TRANSFERS

11.01 BIDDING

Employees who bid to higher, lateral, or downward jobs or when new jobs are created, will be selected on the basis of seniority and their ability to perform the job. It must be recognized when bidding that certain classifications require specific education levels as designated in Appendix A.

11.02 Employees must bid in writing to the personnel office.

11.03 All jobs posted for bids will remain on the bulletin board for a period of three (3) working days.

11.04 The Company will make a selection relative to the job posting, within five (5) working days after the posting time ends, and the selected employee will be so advised.

11.05 The Company will advise the plant committee in writing, showing all bids received, and the date of any selection(s) resulting from same, with the above to be signed by the Company and the Union. The Company

will post the names of the successful bidders on the main bulletin board within five (5) working days of the selection.

- 11.06 No job knowledge gained, while an employee is placed on a job that should have been posted, will be considered when the opening is properly posted.
- 11.07 The Company has the option to refuse or grant an application of any employee, to transfer or bid from one job to another, who has had one (1) voluntary change in the preceding four (4) months, except in the case of jobs requiring extended training as per Appendix A, which would be restricted to one (1) voluntary change in a nine (9) month period. A previously disqualified employee may not bid on a posted classification on which he/she was disqualified for a period of twenty-four (24) months, unless the employee can demonstrate to the Company the he/she has improved his/her experience and ability to match the requirements of the classification subsequent to the disqualification.
- 11.08 Transfer of the selected employee will take place as soon as possible or no longer than fifteen (15) working days from the date of selection, provided that work exists in, and is scheduled for, the successful candidate's new classification. If the foregoing conditions exist and the company is unable to transfer the employee within fifteen (15) working days of the selection, then a premium of \$.30 per hour over the employee's existing rate will be paid until the transfer is completed.
- 11.09 If there is no successful bidder for a posted vacancy, the Company will be free to fill the job with the most junior employee who is suitable from within the work force or choose a suitable candidate from the outside.

- 11.10 A job vacancy that the Company expects to continue for more than thirty (30) days will be posted at the time of the start of the job.
- 11.11 Should a job vacancy open where the duration is expected to be less than thirty (30) days and the job continues past thirty (30) days, it will be posted on the first working day following the expiration of said thirty (30) days unless such period is extended by mutual consent.
- 11.12 When an employee who bids for a job is selected and he/she had previously been qualified by the Company for that position, he/she will receive the classification rate of the job effective the beginning of the pay period either coincident with or next following the date of transfer.
- 11.13 Should a selected employee placed on an opening be disqualified, the Company will select the next qualified employee on the posting to fill the vacancy. Should the vacancy remain open after exhausting all bids, the Company may select the most junior employee who is suitable. Should the vacancy remain open beyond **sixty** (60) days of original selection the vacancy will be **re**-posted on the first working day following the expiration of said sixty (60) days unless such period is extended by mutual consent.
- 11.14 The job of an employee granted an approved leave of absence for less than six (6) months may be posted and filled on a temporary basis. Upon return to work the employee granted leave of absence will be placed in his/her former classification and department and will displace the employee who filled the position on the temporary basis.
- 11.15 Should the employee return to work after the six (6) month period, the returning employee will be placed in

the former classification and department based upon seniority rights.

11.16 In the event the Company establishes a new classification not included in Appendix "A" of this agreement, the Committee Chairperson will be notified of the assigned rate of pay and job content within ten (10) working days of the establishment of the classification.

11.17 For purposes of job bidding the job classifications are defined in Appendix "A".

11.18 TRANSFERS

When an employee requests a permanent transfer to an entry level classification, he/she will be required to sign an "application for transfer", and the Company will then consider this voluntary request.

11.19 There will be no permanent transfers until the transfer form is signed by the Company and by one of the Plant Committee.

11.20 Employees permanently transferred to a lower paid classification will be paid the rate of that classification effective the beginning of the pay period either coincident with or next following the date of transfer.

11.21 Employees permanently transferred to all other higher paid classifications will be paid the rate of that classification effective the beginning of the pay period either coincident with or next following the date of transfer.

11.22 Should a selected employee voluntarily withdraw from his/her new classification within the first five working days, then the employee will be transferred to his/her previous classification along with any other employee who was transferred as a result of the posting. Should a selected employee voluntarily withdraw from his/her

new classification after five working days, he/she will be transferred to an entry level classification where work is available. If a selected employee is found to be unsuited for the classification awarded, then the employee will be transferred to his/her previous classification.

- 11.23 Whenever it is necessary for the temporary transfer of an employee from one classification to another, the employee with the least seniority will be the first to be transferred, providing he/she is able to perform the work required.
- 11.24 If any employee is temporarily required to perform work on a job classification other than his/her own and work is available in his/her own classification, he/she will be guaranteed as minimum pay while temporarily transferred, the higher of the two rates. If the temporary transfer should last longer than 15 working days, the employee will receive a premium of twenty-five (\$0.25) per hour. If the temporary transfer should last longer than 30 days, the premium will increase to fifty cents (\$0.50) per hour for the balance of the temporary transfer. In order for a temporary transfer (or a series of temporary transfers) to be considered complete, the transferred employee must be returned to his/her home job classification for a period of not less than five working days.
- 11.25 The exception to the above is the "Moulders" rates of pay and probationary times which are covered in Appendix "A".
- 11.26 Employees permanently transferred to a job classification requiring extended training as per Appendix A, excluding the Maintenance and Moulding classifications covered elsewhere in this article, will, after completion of twenty (20) working days in this classification, receive fifty (50) percent of the

differential between the rate of the classification from which transferred and the rate of the new classification. On completion of forty (40) working days in the new classification the employee will receive the full rate for the classification to which permanently transferred. These rates will become effective the beginning of the pay period either coincident with or next following the date of qualification.

ARTICLE 12 LEAVE OF ABSENCE

- 12.01 By mutual agreement of Management and the Union, employees covered by this agreement may be granted leave of absence which will not be recognized as binding unless the same is in writing, and signed by the Manager or other designated representative of the Company and the employee.
- 12.02 The agreement will show the date that such leave is granted and the date the leave expires.
- 12.03 The agreement will be witnessed by the Union before final permission is granted, and a copy provided to the Plant Chairperson.
- 12.04 No leave of absence shall be valid for more than three (3) months consecutively after the date of the last work performed, except in the case of sickness, injury, or maternity.
- 12.05 Any leave of absence will end on the first day the employee on leave returns to work, and the Company will notify the Union of any extension of a leave of absence before such extension is granted.
- 12.06 Any employee who has received a leave of absence and accepts other employment during such leave of absence, without the mutual consent of the Company and the Union, will be subject to discharge.

12.07 MATERNITY LEAVE ~~OF~~ ABSENCE - Requests for leave of absence for reasons of maternity will be granted in accordance with the Ontario Provincial legislation as outlined within the Employment Standards Act in effect at the time of the leave.

(a) The Company will make available to any employee the information applicable to this type of leave of absence upon request.

(b) An employee who intends to resume her employment on the expiration of a maternity leave granted to her under this Part shall so advise the Company, and upon her return to work subject to seniority rights, the Company shall reinstate the employee to her position or provide her with alternate work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of her leave of absence.

12.08 SICKNESS AND ACCIDENT - Any employee who is unable to work because ~~of~~ sickness or accident requiring a doctor's care will be entitled, on application, to a leave of absence provided, however, that in order to obtain such leave of absence a physician must certify in writing that such employee is unable to work by reason of sickness or accident and in order to keep such leave of absence in effect, a physician's certificate must be renewed at thirty (30) day intervals. Any employee returning from such leave must be approved in writing by a doctor satisfactory to the Company and the Union before they may again go to work.

An employee who has been granted leave of absence due to sickness or accident and wishes to return to work will be reinstated to his/her former position if available. If his/her former position is no longer

available, he/she will be placed in a position generally similar in line with his/her seniority and ability, if he/she is unable to carry out his/her regular duties the Company will endeavor to provide suitable work for him/her within the plant.

The Company will pay up to \$25.00 for all S&A forms filled out by doctors. Should an employee not receive Sickness and Accident benefits within two (2) weeks from application, the Company will advance the employee 75% of benefits, provided they sign the proper release to reimburse the Company.

The Company agrees to allow employees to file for S&A benefits while their WCB claim is being disputed.

- 12.09 UNION LEAVE - The Company will allow members of the Union, not exceeding three (3) in number, leave of absence without pay to attend Union meetings, conventions and conferences. The Union will notify the Company seven (7) days in advance of such leaves unless a shorter time is agreed to by mutual consent.

An employee with seniority standing will be granted leave of absence for full-time employment with the Union for a period not in excess of one year. This leave of absence will be extended by the Company at the expiration of one year, and provide further, that application for such leave extension be made thirty (30) days prior to the termination of such leave of absence.

ARTICLE 13 HEALTH AND WELFARE

- 13.01 The Company will supply equipment or protective clothing to employees where his/her occupation requires the use of those items for protection against safety hazards.
- 13.02 The Company recognizes the need of a safe working

environment in accordance with Section 25, Subsection 1 (a-e) of the Occupational Health and **Safety Act** (revised 1992) and any subsequent revisions thereto.

- 13.03 The Company will maintain a first-aid room which will be in the charge of a person authorized to do first-aid work according to the Workers' Compensation Act for the Province of Ontario. An employee with an up-to-date recognized first-aid certificate and who has been designated by the Company to be in charge of first-aid on a shift, will receive ten cents (\$.10) above his/her own rate of pay.
- 13.04 The Company agrees to maintain and establish adequate washroom facilities (i.e. showers, washrooms, toilets, and lockers) and to provide soap and towels on all shifts.
- 13.05 The Company will supply protective gloves on the basis of need. In making the determination of need for protective gloves, consideration will be given to factors such as safety and the job requirements. Employees will turn in their used gloves; if not, they will pay the full price of the gloves.
- 13.06 Aprons will be supplied to all grinders, and to squeezer moulders on request.
- 13.07 The Company will pay, on a one-time basis, up to \$100 towards the initial purchase of safety prescription glasses for seniority employees.

The safety prescription glasses purchased will be CSA approved with permanently attached side shields.

The Company will pay \$100 towards the replacement cost of safety prescription glasses (frames and/or lenses), when verified as damaged while in a job

related incident. The Company agrees to allow "excessive wear" to be accepted as a job related incident, once during each contract year.

The Company is not responsible for Safety Prescription Glasses that are lost or stolen.

13.08 All employees will be required to wear industry approved safety shoes or boots as a condition of employment, and such foot protection will be CSA approved.

13.09 The Company will pay \$70 towards the replacement cost of protective footwear for seniority employees in all departments excluding Melt and Pour and Maintenance each twelve (12) month period. In the fourth and fifth years of the agreement, this allowance will be \$75 and \$80 respectively.

13.10 The Company will pay \$70 towards the replacement cost of protective footwear for seniority employees in the Maintenance department twice each twelve (12) month period. In the fourth and fifth years of the agreement, this allowance will be \$75 and \$80 respectively.

The Company will pay 100% of the replacement cost of protective footwear for seniority employees in the Melt and Pour department as required as a result of work-related "wear and tear".

13.11 Application for the above allowances will be made through the Personnel Department, and receipted bills must be produced. All allowances under these clauses will be credited through payroll.

13.12 HEAT RELIEF

During the months of June to September the Company will make available water and electrolite drinks in the Core Department, Mould, Melt & Pour area, Finishing

Department, and Maintenance Department. Specific concerns regarding exposure to heat will be addressed as they occur.

ARTICLE 14 REPORTING/ CALL-IN PAY

- 14.01 Employees called to work or permitted to come to work without having been properly notified at least one hour prior to the start of their shift that there will be no work, will receive a minimum of four (4) hours pay at their regular base rate. This provision will not apply when such lack of work is due to a labour dispute, fire, flood, power failure or other similar causes beyond the control of the Company.
- 14.02 If an employee has left the plant following the completion of his/her shift and is called back to take care of an emergency, he/she will receive a minimum of four (4) hours pay at the appropriate premium rate or time and one-half whichever is greater.
- 14.03 In the event that a portion of the emergency four (4) hours extends into the employees regular shift, the employee will be paid for such portion at the premium rate; however, to qualify for the premium rate being paid into the employees regular shift, the employee must have reported to work within one hour of being notified of the emergency call-in.

ARTICLE 15 BULLETIN BOARDS

- 15.01 The Company will erect and maintain a suitable number of bulletin boards throughout the plant for the use of the Union, the size and number of which will be mutually agreed upon.
- 15.02 A copy of any notice to be posted on the bulletin board will be submitted to the Company prior to posting.

ARTICLE 16 INJURY ALLOWANCE

- 16.01 When an employee suffers an injury while in the

course of his/her duties in the plant and is sent home by the Company because of such injury, he/she will be paid at their base hourly rate for the balance of his/her shift. If needed, the Company will provide transportation to a local hospital or doctor's office, or the employee's home on the day of the injury.

- 16.02 The Company will provide the Union a copy of the completed WCB Form 7 when requested.
- 16.03 When an employee who has returned to work following an occupational injury must leave work for a portion of a day or the whole day to obtain prescribed medical treatment related to the injury, and it was impossible for the employee's physician and/or the doctor designated by the Company to see the employee outside the employee's scheduled work hours, the employee will be compensated by the company for loss of wages for the time lost from his scheduled work day.

ARTICLE 17 REST AND WASH UP PERIODS

- 17.01 WASH UP - Employees will be allowed a five (5) minute paid wash up period prior to lunch.
- 17.02 REST PERIOD - Employees will be allowed a ten (10) minute paid break period in the first half of a shift and a twenty (20) minute paid lunch period during the second half of the shift. Employees will be allowed a ten (10) minute paid break period prior to the start of the ninth (9th) hour on a ten hour shift.

ARTICLE 18 SMOKING PRIVILEGES

- 18.01 Smoking will be permitted in designated areas of the plant.
- 18.02 The Company will advise the Union in advance of any changes to the current designated areas, should they arise.

ARTICLE 19 OVERTIME

- 19.01 As far as possible, overtime will be equally distributed among those employees normally performing the relevant work to be done. The Company agrees to maintain a permanent record of overtime worked by all employees in their classification in order that an equitable distribution may be maintained.
- 19.02 When overtime work is required, it will be scheduled on a voluntary basis.
- 19.03 Where overtime is required for weekend maintenance work and a sufficient number of such volunteers cannot be obtained, the Company will use a reverse seniority procedure to determine those employees who will be required to take the assignment. The reverse procedure will be implemented as follows: low seniority to top seniority on a rotating basis.
- 19.04 A list of overtime worked by employees in their respective departments will be given to the Plant Committee on a monthly basis.
- 19.05 Time and one-half will be paid for all hours worked over eight (8) hours in one day.
- 19.06 Doubletime will be paid for all time worked over twelve (12) consecutive hours in one day.
- 19.07 Time and one-half will be paid for all hours worked on Saturday.
- 19.08 Double time will be paid for all hours worked on Sundays. Time and one-half will be paid for all hours worked on paid holidays.
- 19.09 The Company will not schedule mandatory Saturday production work on weekends during which a Monday or Friday paid holiday falls; however, employees may be scheduled on a voluntary basis.

19.10 All employees expected to work overtime will be notified forty-eight (48) hours in advance.

19.11 Moulders' incentive rates will be subject to the same overtime premiums (i.e. time and one-half or double time, if applicable) as the hourly rated employees.

ARTICLE 20 HOURS OF WORK

20.01 The Company will have the right to continue present and establish future starting and quitting times, break times and lunch periods. The Company will provide at least forty-eight (48) hours notice prior to any change in normal starting and quitting times, except in the case of layoff.

20.02 The following section is intended to define the generally normal hours of work, but will not be construed as a guarantee of hours of work per day or per week or of days of work per week.

In order to consolidate all three shifts under one calendar date, the shifts are numbered as follows:

1. Night 11:00 p.m. - 7:00 a.m.
2. Day 7:00 a.m. - 3:00 p.m.
3. Afternoon 3:00 p.m. - 11:00 p.m.

When the Company is not working three shifts, it will be the afternoon or night shift that is deleted, not the day shift.

20.03 The hours of work will be eight (8) hours per day, five (5) days per week, Monday through Friday inclusive except the classifications of "Induction Furnace Melter" and "Refractory Repair".

20.04 In the classification "Induction Furnace Melter" and "Refractory Repair", there will be a five (5) day work week during any seven (7) day cycle. During this seven (7) day cycle, employees will be required from time to

time to work on a Saturday and/or Sunday, which will count as one or two days of the five day work week. In this case, the employee will receive straight time earnings for time worked on Saturday and if worked, double time for work performed on the Sunday. Time and one-half will be paid for any time worked over eight (8) hours in any one day, and over forty (40) hours in any seven (7) day cycle.

ARTICLE 21 SHIFT ROTATION

- 21.01 There will **be** a shift rotation system covering all employees in each department wherever there is a second or third shift scheduled and where the job classifications within each department operate on more than one shift. (There will be certain classifications that will operate on a single shift basis only. In this case, employees working in these classifications will work their respective shift only and will not rotate unless transferred to another classification which is on a rotating system or unless the services of their classifications are scheduled on more than one shift.)
- 21.02 Any employee wishing to do so may request to be permanently assigned to the afternoon or night shift. Upon requesting and being assigned to the afternoon or night shift, if the employee then wishes to be returned to the rotation system, he/she must place his/her request with his/her department head and await an opening on the day shift. When an opening develops, he/she may then return to the rotation system. Should there be more than one request of this nature in any one department at one time and only one job opening develops, the employee with the most seniority will be re-assigned first over the employee(s) with less seniority regardless of the date of the request.
- 21.03 Two employees may be allowed to exchange shifts upon signed application by both employees providing

that both are immediately able to satisfactorily perform the work required. If any such request is denied it will **be for** just cause. It must **be** recognized that from time to time it may be necessary to alter such arrangements to satisfy production requirements.

21.04 Shifts will rotate as follows:

- (a) Upon completion of the night shift, an employee will revert to the afternoon shift.
- (b) Upon completion of the afternoon shift, the employee will revert to the day shift.
- (c) Then starting the rotation procedure again, upon completion of the day shift, the employee will move to the night shift.

21.05 The above schedule may be changed by mutual agreement of the Company and the Plant Committee.

ARTICLE 22 PAID HOLIDAYS

22.01 The Company agrees to grant the following holidays with pay to eligible seniority employees.

FIRST YEAR OF AGREEMENT

- | | |
|---|-----------------------|
| 1. Labour Day | Mon., Sept. 1, 1997 |
| 2. Thanksgiving Day | Mon., Oct. 13, 1997 |
| 3. Day before Christmas | Wed., Dec. 24, 1997 |
| 4. Christmas Day | Thurs., Dec. 25, 1997 |
| 5. Boxing Day | Fri., Dec. 26, 1997 |
| 6. Day between Christmas and New Year's | Mon., Dec. 29, 1997 |
| 7. Day before New Year's | Wed., Dec. 31, 1997 |
| 8. New Year's Day | Thurs., Jan. 1, 1998 |
| 9. Good Friday | Fri., April 10, 1998 |
| 10. Union Floater | Fri., May 15, 1998 |
| 11. Victoria Day | Mon., May 18, 1998 |
| 12. Canada Day | Wed., July 1, 1998 |
| 13. Labour Day | Mon., Sept. 7, 1998 |
| 14. Company Floater | |

SECOND YEAR OF AGREEMENT

1. Thanksgiving Day Mon., Oct. 12, 1998
2. Day before Christmas Thurs., Dec. 24, 1998
3. Christmas Day Fri., Dec. 25, 1998
4. Boxing Day Mon., Dec. 28, 1998
5. Day between Christmas and New Year's Tues., Dec. 29, 1998
6. Day before New Year's Thurs., Dec. 31, 1998
7. New Year's Day Fri., Jan. 1, 1999
8. Good Friday Fri., April 2, 1999
9. Union Floater Fri., May 21, 1999
10. Victoria Day Mon., May 24, 1999
11. Canada Day Thu., July 1, 1999
12. Labour Day Mon., Sept. 6, 1999
13. Company Floater

THIRD YEAR OF AGREEMENT

1. Thanksgiving Day Mon., Oct. 11, 1999
2. Day before Christmas Fri., Dec. 24, 1999
3. Christmas Day Mon., Dec. 27, 1999
4. Boxing Day Tues., Dec. 28, 1999
5. Day between Christmas and New Year's Wed., Dec. 29, 1999
6. Day before New Year's Thurs., Dec. 30, 1999
7. New Year's Day Fri., Dec. 31, 1999
8. Good Friday Fri., April 21, 2000
9. Union Floater Fri., May 19, 2000
10. Victoria Day Mon., May 22, 2000
11. Canada Day Mon., July 3, 2000
12. Labour Day Mon., Sept. 4, 2000
13. Company Floater

FOURTH YEAR OF AGREEMENT

1. Thanksgiving Day Mon., Oct. 9, 2000
2. Day before Christmas Wed., Dec. 27, 2000
3. Christmas Day Mon., Dec. 25, 2000
4. Boxing Day Tue., Dec. 26, 2000
5. Day between Christmas and New Year's Thu., Dec. 28, 2000

- | | |
|--------------------------|----------------------|
| 6. Day before New Year's | Fri., Dec. 29, 2000 |
| 7. New Year's Day | Mon., Jan. 1, 2001 |
| 8. Good Friday | Fri., April 13, 2001 |
| 9. Union Floater | Fri., May 18, 2001 |
| 10. Victoria Day | Mon., May 21, 2001 |
| 11. Canada Day | Mon., July 2, 2001 |
| 12. Labour Day | Mon., Sept. 3, 2001 |
| 13. Company Floater | |

FIFTH YEAR OF AGREEMENT

- | | |
|--|-----------------------|
| 1. Thanksgiving Day | Mon., Oct. 8, 2001 |
| 2. Day before Christmas | Mon., Dec. 24, 2001 |
| 3. Christmas Day | Tues., Dec. 25, 2001 |
| 4. Boxing Day | Wed., Dec. 26, 2001 |
| 5. Day between Christmas
and New Year's | Thurs., Dec. 27, 2001 |
| 6. Day before New Year's | Mon., Dec. 31, 2001 |
| 7. New Year's Day | Tues., Jan. 1, 2002 |
| 8. Good Friday | |
| 9. Union Floater | Fri., May 17, 2002 |
| 10. Victoria Day | Mon., May 20, 2002 |
| 11. Canada Day | Mon., July 1, 2002 |
| 12. Labour Day | Mon., Sept. 2, 2002 |
| 13. Company Floater | |

22.02 in addition, each seniority employee who is not on layoff, and who has been actively at work within the previous three months, may select one Sunday (Personal Paid Sunday or P.P.S.) in each year of this agreement for which he/she will receive eight (8) hours regular straight time pay. Payment will be made through an application to the Personnel department. Eligible employees who have not requested their P.P.S. during the year will have their P.P.S. credited in the final pay period of the agreement year.

22.03 The Company Floater will be taken as specified by the Company with the Union given thirty (30) days notice in advance as to the planned date, unless it is mutually

agreed upon for a shorter notice term.

22.04 The Company and the Union mutually agree that the Company Floater paid holiday will not be used as an addition to the annual vacation or the Christmas shutdown.

22.05 Where the date of the Union Floater is not identified, the Union will notify the Company thirty (30) days prior to the day requested.

ARTICLE 23 QUALIFICATION FOR PAID HOLIDAYS

23.01 Eight (8) hours pay will be allowed for incentive workers at average earned rate of present pay period and for the day workers at their regular hourly rate, and if worked, they will receive in addition, pay at time and one-half for all hours worked for the above days. When any of the above holidays fall on Saturday or a Sunday, the preceding Friday and/or the following Monday will be observed.

23.02 The employee must have worked the last four (4) hours of the last scheduled work day prior to the holiday and reported for work within the first two hours, and work at least four (4) hours, of the first scheduled work day following the holiday unless he/she has been given permission to be away from work or the reason for the absence was unavoidable and beyond the control of the employee and proof of same is supplied to the Company.

23.03 A seniority employee who is on an approved leave of absence (Workers' Compensation, Sick Leave, Maternity Leave, Union Leave, Bereavement Leave, or Personal Leave), or who is on layoff provided such layoff or leave of absence does not commence prior to the twentieth (20th) regularly scheduled working day preceding the holiday and who works on his/her last

scheduled working day prior to the holiday will qualify for holiday pay. For the purpose of eligibility for the Christmas holidays only, a seniority employee who is on layoff, provided such layoff does not commence prior to the thirtieth (30th) regularly scheduled working day preceding the holiday, who works on his/her last scheduled working day prior to the holidays will qualify for holiday pay.

- 23.04 A seniority employee who is on an approved leave of absence or layoff and who returns to work during the twenty (20) regularly scheduled working days following the holiday and who works on his/her first scheduled work day following such holiday will qualify for holiday pay.
- 23.05 It is further provided that should an employee qualify for holiday pay for one or more of the above holidays and receive Sickness and Accident, Workers' Compensation, or U.I.C. benefits, or payment from any other source for the holiday(s), his/her holiday pay will be reduced by that amount.
- 23.06 An employee otherwise eligible and on an approved vacation or bereavement leave during which the holiday(s) occurs, will be granted an additional day at the holiday rate and the holiday will be taken on the employee's first scheduled shift immediately following the affected vacation or bereavement leave period.
- 23.07 An employee who fails to qualify for the day prior to the group of holidays at Christmas will be penalized payment for the first day of such group of holidays.
- 23.08 An employee who fails to qualify for the day following the group of holidays at Christmas will be penalized payment for the last day of such group of holidays.

ARTICLE 24 VACATIONS

24.01 Vacations with pay will be granted to each employee on the basis of his/her seniority with the Company as of June 30th based on a percentage of gross earnings (excluding vacation pay paid) for the previous twelve month period as follows:

1.	less than 1 year	4.0%	1 Week
2.	1 but less than 3 years	4.5%	2 Weeks
3.	3 but less than 5 years	5.0%	2 Weeks
4.	5 but less than 7 years	6.0%	3 Weeks
5.	7 but less than 10 years	7.0%	3 Weeks
6.	10 but less than 15 years	8.0%	4 Weeks
7.	15 but less than 20 years	9.0%	4 Weeks
8.	20 but less than 25 years	10.0%	5 Weeks
9.	25 but less than 30 years	11.0%	5 Weeks
10.	30 years and up	12.0%	6 Weeks

Vacation pay will be paid such that income tax is calculated to be the minimum amount as allowed by current government regulations.

24.02 In respect to the above vacations, two weeks will be taken at a time during the months of July and August designated by the Company. The Company will post no later than April 30 of each year, the time of this two week vacation period. Employees entitled to this vacation time will not be scheduled to work unless it is on a voluntary basis.

24.03 The Company and the Union recognize that normal production flow must be maintained while scheduling the additional vacation time of employees. Therefore, the Company will respond to the employee's request whenever possible.

24.04 In order to allocate the additional vacation time on a seniority and time of request basis, the following qualification for "time off" will be used.

- 24.05 An employee will, at least ninety (90) days in advance, request his/her "time off through his/her immediate **foreperson or supervisor**, who will forward the request with a recommendation to the Employee Relations Supervisor.
- 24.06 The employee will be given final clearance by the Employee Relations Supervisor sixty (60) days in advance of the selected "time off", providing no other employee with more seniority has selected the same time.
- 24.07 Any employee requesting his/her "extra vacation time" with less than sixty (60) days advance notice will be waiving his/her priority by seniority.
- 24.08 Those employees who are eligible may work the weeks of their extra vacation receiving vacation pay at designated rates in addition to their regular wages.

Employees who take a week's vacation at other than the annual vacation period may have an equivalent vacation pay advance to be paid in the pay period prior to the vacation commencing.

ARTICLE 25 SHIFT PREMIUMS

- 25.01 A premium for work performed on the second and third shifts will be paid as follows:

	Afternoon Shift	Night Shift
July 3, 1997	\$0.32	\$0.36
October 1, 1998	\$0.34	\$0.38
October 7, 1999	\$0.36	\$0.40
October 5, 2000	\$0.38	\$0.42
October 4, 2001	\$0.40	\$0.44

ARTICLE 26 BEREAVEMENT PAY

26.01 A leave of absence without loss of wages will be granted to a seniority employee who loses time from his/her regular work due to a death within his/her immediate family as follows:

(a) Five (5) consecutive days, one of which is the day of the funeral, in the case of death of current spouse, child, or step-child, grandchild, or step-grandchild.

(b) Three (3) consecutive days, one of which is the day of the funeral, in the case of death of parent, parent of current spouse, brother, sister, step-parent, step-brother, or step-sister.

(c) Two (2) consecutive days, one of which is the day of the funeral, in the case of death of grandparent, step-grandparent, grandparent of current spouse, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Should an employee be advised of the death of a member of his/her immediate family as described in (a), (b), or (c) after the day of the funeral, then the employee will be entitled to the appropriate Bereavement Leave with the commencement date to be mutually agreed upon by the employee and the Company.

The seniority employee will receive pay for any scheduled day(s) of work for which he/she is excused (excluding Saturdays, Sundays, Vacation, and Holidays). Payment will be made at the employee's straight time hourly rate on the last day worked exclusive of shift and overtime premiums but including the amount of any cost-of-living allowance then in effect.

ARTICLE 27 JURY DUTY

- 27.01 An employee with seniority, who is called for jury duty will be excused from work on the days on which he/she serves, and he/she will receive for each day of jury service on which he/she otherwise would have worked, the difference between eight (8) times his/her base hourly rate, exclusive of shift premiums, and the payment he/she receives for jury service.
- 27.02 In the case of jury duty occurring during a seniority employee's vacation period, time lost will be allotted at a later date.
- 27.03 The Company agrees to pay to employees with seniority, who are called as a Crown Witness, the difference between their normal straight time earnings, based on their base hourly rate, exclusive of shift premiums, for the actual hours of court time served and a reasonable travel time allowance.
- 27.04 The employee must substantiate the claim with a court certificate of attendance.

ARTICLE 28 WAGES

- 28.01 Wages will be set forth in Appendix "A" and will remain in effect for the life of this agreement.
- 28.02 There will be established classifications for moulders as:
 - Moulder Learners
 - MouldersUpon completion of 30, 60, 90 days as outlined in Appendix "A".
- 28.03 Application of Rate Classification as set down in Appendix "A" will be as follows:
 - All new rate changes will be added to the straight time

hourly rate, on the pay period coincident with or following the date shown in Appendix "A" of this agreement.

28.04 All employees will be paid on a weekly basis.

28.05 All non-seniority employees will be paid a probationary rate which is 15% lower than the classification rates listed in Appendix "A".

28.06 Upon completion of sixty (60) days worked or four hundred and eighty (480) hours worked, excluding hours worked as a "summer student", employees will receive the full rate of their classification as per Appendix "A".

28.07 The method of payment for moulders incentive earnings will be as follows:

1. Incentive earnings will be paid during the current pay period based on the full amount of production less moulders' defects which are known at that time.

2. Rejects due to moulders' defects subsequently identified will be deducted from earnings in a future pay period. These adjustments will not exceed \$25.00 in any one pay period. Moulders' defects will not be deducted from earnings if reported more than thirty (30) days following the date of production.

ARTICLE 29 ADMINISTRATION OF DISCIPLINE

29.01 A Union Representative will be present during all warnings regarding disciplinary actions. When an employee is called to an interview by a member of management, and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised that he/she will have union representation present.

29.02 An employee receiving a written disciplinary notice will have such notice given within five (5) regular working days following the date of the alleged incident or discovery of the incident and such notice will be given in the presence of the employee's Union Representative. An employee receiving a written disciplinary notice for absenteeism will have such notice given within seven (7) regular working days and such notice will be given in the presence of the employee's Union Representative.

These periods may be extended by mutual agreement of the Company and Union.

29.03 No written disciplinary action will remain in or against an employee's record for a period longer than twelve (12) months.

ARTICLE 30 DOWN TIME

30.01 It is agreed that all down time will be paid to the Moulder for time reported and confirmed that is lost to production because of material shortage, machinery breakdown, or replacement.

ARTICLE 31 SCRAP ALLOWANCE

31.01 The Company agrees to accept the responsibility and to pay the moulder for the loss of moulds for the following reasons:

1. Defective Cores - where this is the cause of a defective casting.
2. Slag in Casting - where the reason for slag is not caused by the moulder leaving loose sand in the sprue hole or pouring basin. The Company will be as fair as possible in assessing reasons for defects of this kind.
3. Shifts -where shifts have not been caused because the moulder has failed to keep his/her pattern guides

and flask guides in proper condition.

4. Mis-runs - where cold metal is at fault.

5. Broken Castings - The Company will accept full responsibility.

6. When castings that would otherwise be scrap (the fault of the moulder) are repaired by welding, etc., no allowance will be made to the moulder.

ARTICLE 32 SOCIAL SERVICES

32.01 All employees who have completed sixty (60) days worked will be registered with the appropriate insurance carriers for the following benefits.

1. ONTARIO HEALTH INSURANCE PLAN (O.H.I.P)
100% of the premium cost for eligible employees and their eligible dependents.

2. SEMI-PRIVATE HOSPITAL COVERAGE
100% of the premium cost for eligible employees and their eligible dependents.

3. GROUP LIFE INSURANCE

July 1, 1997	-	\$22,000
October 1, 1998	-	\$23,000
October 1, 1999	-	\$24,000
October 1, 2000	-	\$25,000
October 1, 2001	-	\$26,000

4. A.D.&D.

July 1, 1997	-	\$22,000
October 1, 1998	-	\$23,000
October 1, 1999	-	\$24,000
October 1, 2000	-	\$25,000
October 1, 2001	-	\$26,000

5. PRESCRIPTION DRUG PLAN

The company will provide a prescription drug plan with coverage equivalent to that presently provided for eligible employees and their eligible dependents as follows:

Prescriptions filled at one of the Company designated pharmacies will be billed directly to the Company. Prescriptions filled at non-designated pharmacies will be reimbursed through payroll during the week following the week of submission.

6. VISION CARE PLAN

100% of the premium cost of prescription eye glasses, based on a maximum amount per family member each twenty-four (24) month period for eligible employees and their eligible dependents as provided in the existing plan or equivalent.

July 1, 1997		\$145
October 1, 1999	-	\$155
October 1, 2001	-	\$165

7. WEEKLY INDEMNITY

100% of the premium cost for the plan which pays 66 2/3% of the employee's basic wage for eligible employees. Weekly indemnity benefits will be paid commencing on the first day of disability due to an accident, the sixth day due to illness or the first day of hospital confinement due to illness.

The weekly benefits are subject to a maximum claim period of twenty-one (21) weeks.

8. LONG TERM DISABILITY

The Company will arrange for a Long Term Disability benefit for all seniority employees as follows:

- \$750/ month
- No Offsets
- Six Month Qualifying Period

The employees will pay the premiums for this benefit through a weekly payroll deduction which will mean that any benefit received will be non-taxable.

9. SUPPLEMENTARY HEALTH CARE

100% of the premium cost of a supplementary health care benefit to cover chiropractors, physiotherapists, podiatrists, ambulances, etc.

10. GROUP DENTAL PLAN - After one year of seniority. Current O.D.A. Schedule. \$700 annual maximum per person.

32.02 GENERAL

If an employee is off work due to sickness or accident and receiving weekly indemnity payments from either the group insurance plan or the Unemployment Insurance Commission, or from the Workers' Compensation Board, the Company will pay the premiums for the balance of the month in which the sickness or accident occurs and also for a period of up to twelve (12) months following the initial month of sickness or accident.

Following this initial twelve (12) month period, employees receiving Long Term Disability benefits will receive prescription drug coverage to age sixty-five (65), but will be responsible for paying the dispensing fees.

Employees that retire prior to age sixty-five (65), will receive prescription drug coverage to age sixty-five (65), but will be responsible for paying the dispensing fees.

In addition, all future retirees will be covered for Life & AD&D insurance in the amount of \$5,000 up to seventy (70) years of age.

32.03 In the event of a layoff on the fifteenth of a month or

prior, the Company will pay the premiums for the balance of the month. In the event of a layoff after the fifteenth of a month, the Company **will** pay the premiums to the end of the next month.

32.04 The foregoing plans will be subject to the terms and conditions set forth in the insurance policies and the underwriters or carriers thereof.

32.05 **MEDICAL CLAIM REVIEW**

Step 1 - If an employee objects to the Insurance Company's disposition of a claim, the objection must be filed in writing and submitted to the Employee Relations Supervisor.

Step 2 - The Employee Relations Supervisor will review the filed objection and reply to the employee.

Step 3 - If the matter is still not resolved, a meeting will be scheduled and will include the Employee Relations Supervisor, a Union Representative and a Representative of the Insurance Company who will issue a final disposition of the matter.

ARTICLE 33 STATUS OF LEADERS

33.01 Leaders are hourly rated employees who are appointed primarily to lead the work of a group of employees, of which they are a member. Their function is to assist others in the group, to maintain the scheduled flow of work, as well as to do productive work to which they may be assigned.

33.02 The group leader does not have disciplinary authority. The Company recognizes that time and conditions may be such that a department does not require a Foreperson present for all shifts. A group leader in that department will only fulfill their duties as previously outlined.

- 33.03 In all matters requiring disciplinary authority a Foreperson will be delegated dual responsibility to control areas other than his/her normal departmental functions.
- 33.04 Group leaders will be paid a minimum of twenty cents (\$.20) per hour, over the highest rate in the group that they lead.
- 33.05 It is understood that group leaders do not have any preferred seniority within the production group.
- 33.06 MAINTENANCE
Shift leaders will receive \$.20 per hour over their regular maintenance rate. There will be a maintenance shift leader for each shift scheduled.

ARTICLE 34 TOOL ALLOWANCE

- 34.01 Employees in the Maintenance Department who are required to maintain a personally owned tool kit will receive a tool replacement allowance of one hundred and seventy dollars (\$170.00) per year. This allowance will be paid in October of each year. To qualify for this allowance, participants must have worked in this department for the previous twelve (12) months.
- 34.02 In the third year of the agreement, the tool allowance for the Maintenance Department will increase to one hundred and eighty dollars (\$180.00).
- 34.03 In the fifth year of the agreement, the tool allowance for the Maintenance Department will increase to one hundred and ninety dollars (\$190.00).

ARTICLE 35 PENSIONS

- 35.01 The Company agrees to provide a registered retirement pension plan for all bargaining unit employees as provided for in:
- (a) the memorandum of agreement dated November

20th, 1978 and,

(b) amendments as agreed upon by the Company and Union during negotiations for this collective agreement.

35.02 Benefit levels will be:

July 1, 1997	-	\$21.00/month/years of service
October 1st, 1998	-	\$23.00/month/years of service
October 1st, 1999	-	\$25.00/month/years of service
October 1st, 2000	-	\$27.00/month/years of service
October 1st, 2001	-	\$30.00/month/years of service

35.03 Credited service will be based on 1800 annual hours including credit for vacation, holiday, S&A, LTD, maternity, and family leaves. Credited service will not be capped at thirty-five (35) years service.

35.04 Normal retirement age is sixty-five (65). Employees may retire with an unreduced pension between the ages of sixty (60) and sixty-five (65).

35.05 Employees may retire with a reduced pension between the ages of fifty-five (55) and sixty (60) when age plus service equals ninety (90). A reduction of 1/4% per month will be calculated from the date the employee would be eligible for his/her unreduced pension.

35.06 Employees who retire between the ages of sixty (60) and sixty-five (65), may also be eligible for a bridge benefit of \$5.00 per year of service.

ARTICLE 36 APPLICATION OF WAGE CHANGES

36.01 Wage rates for all classifications in Appendix "A" will be adjusted as per the following schedule.

October 5, 2000	-	\$0.15
October 4, 2001	-	\$0.15

ARTICLE 37 APPLICATION OF COST OF LIVING ADJUSTMENT



37.01 Application of Cost of Living Allowance will be made as per Appendix "B" of this agreement.

ARTICLE 38 DURATION OF AGREEMENT

38.01 This agreement will become effective as of the 3rd day of June 1997, and remain in effect until September 30th, 2002 and from year to year thereafter unless either party to this agreement advises the other party of its desire to terminate the agreement. If such notice is given, it must be given within two (2) months prior to termination date. Such termination will become effective on the termination date set forth.

38.02 Should either party wish to amend this agreement, notice will be given in writing within two (2) months prior to termination date setting forth matters to be amended. It is agreed the parties will meet within fifteen (15) days of receipt of amendments or within such period as mutually agreed upon.

ARTICLE 39 STRIKES AND LOCKOUTS

39.01 The Union agrees that there will be no strike and the Company agrees that there will be no lockout during the term of this collective agreement. It is understood that the terms "strike" and "lockout" have the meanings contained in the definitions of such terms in the Ontario Labour Relations Act.

FOR THE COMPANY:
Benn Iron Foundry Limited
Wallaceburg, Ontario

Kevin Conner

John Vickers

Rod Fraser

Andy Mackenzie

Bill Wilmott

FOR THE UNION:

Roy Druer (Chairperson) Gord Lilley (committee)

Jim Dawson (Committee) Pete Jauniaux (Committee)

Mark Grant (Committee) Stewart Santsche (Committee)

Jim Lee (Pres. Local 251) Don Caryn (Int. Rep. - UAW)

APPENDIX "A"

The following classifications are for purposes of job bidding and transfers.

DEPARTMENT AND CLASSIFICATION

	JULY3 1997	OCT. 5 2000	OCT. 4 2001
Moulding Department			
• Utility 1	16.36	16.51	16.66
** Utility 2	16.56	16.71	16.86
Moulders Guarantee			
Normal or Downtime	16.36	16.51	16.66
• Moulding	16.36	16.51	16.66
• Squeezer	16.36	16.51	16.66
• Cope & Drag 1	16.36	16.51	16.66
* Cope & Drag 2	16.36	16.51	16.66
* Cope & Drag 3	16.36	16.51	16.66
• Tabor	16.36	16.51	16.66
** 2016 Blowmatic Operator	16.79	16.94	17.09
** 3230 Blowmatic Operator	16.79	16.94	17.09
• Secondary MBM Operator	16.36	16.51	16.66
Moulder Learner			
1-30 Days	16.11	16.26	16.41
61-90 Days	16.21	16.36	16.51
Moulder Guarantee			
"Low Productivity"	15.47	15.62	15.77
* Lift Truck Operator	16.31	16.46	16.61
+ General Labour	16.06	16.21	16.36

Moulder Piece Work Rates:

Piece work rates for moulders to incorporate the "add ons" from the previous agreement plus the hourly increases, and the cost of living increases of this contract.

Pattern & Tool Repair Department

* Level 1	16.91	17.06	17.21
** Level 2	17.41	17.56	17.71
** Level 3	19.06	19.21	19.36

Finishing Department			
Shot Blast	16.21	16.36	16.51
+ Pedestal Grinder	16.21	16.36	16.51
Small Bench	16.21	16.36	16.51
Large Bench	16.21	16.36	16.51
* cut Off	16.21	16.36	16.51
Dip Painting	16.21	16.36	16.51
* Annealing Furnace Operator	16.21	16.36	16.51
Inspector Grade 1	16.21	16.36	16.51
* Lift Truck Operator	16.31	16.46	16.61
+ General Labour	16.11	16.26	16.41

Inspection Department			
* Inspector Grade 2	16.21	16.36	16.51
** Inspector Grade 3	16.36	16.51	16.66
** Test Room Inspector	16.36	16.51	16.66

Core Department			
* Setup Operator	16.41	16.56	16.71
Mach. Operator Heavy -Cold Box	16.21	16.36	16.51
Mach. Operator Light -Cold Box	15.98	16.13	16.28
Mach. Operator Heavy -Shell	16.21	16.36	16.51
Mach. Operator Light -Shell	15.98	16.13	16.28
Oil Sand Bench Work	15.98	16.13	16.28
Oil Sand Oven Tender	16.16	16.31	16.46
Core Wash	15.88	16.03	16.18
* Sand Mixing Operator	16.21	16.36	16.51
* Core Assembly (6 cores or more)	15.93	16.08	16.23
* Core Assembly Inspection	15.93	16.08	16.23
* Lift Truck Operator	16.31	16.46	16.61
+ General Labour	16.06	16.21	16.36
+ Core Cleaning	15.78	15.93	16.08
Kwik Kure Operator	16.36	16.51	16.66
Wire Bender & Cutter	16.06	16.21	16.36

Melt and Pour Department			
** Induction Furnace Melter	16.79	16.94	17.09
• Refractory Repair	16.31	16.46	16.61

• Metal Pourer	16.51	16.66	16.81
Metal Weigher & Charger	16.31	16.46	16.61
+ Mould Shifter	16.11	16.26	16.41
+ Shakeout	16.11	16.26	16.46
+ General Labour			
	16.06	16.21	16.36

Maintenance Department

** Level 1	16.86	17.01	17.16
** Level 2	17.36	17.51	17.66
** Level 3	19.06	19.21	19.36
** Electrician	19.56	19.71	19.86
• Oiler & Greaser	16.51	16.66	16.81
Housekeeping	16.06	16.21	16.36

- Classifications that require extended training (60 days)
- ** Classifications that require extended training and educational background (60 days)
- + Entry level classifications

All other classifications are general posted classifications. (30 days)
Lift Truck Operator is an open classification throughout the plant.

WAGE INCREASES AND C.O.L.A.

Date of Commencement	
Scheduled Date	
1997	1998
July 3 - COLA	Jan. 1 - COLA
Oct. 2 - COLA	Apr. 2 - COLA
	July 2 - COLA
	Oct. 1 - COLA

1999	2000
Jan. 7 - COLA	Jan. 6 - COLA
Apr. 1 - COLA	Apr. 6 - COLA
July 1 - COLA	July 6 - COLA
Oct. 7 - COLA	Oct. 5 - COLA & Wage Increase

2001	2002
Jan. 4 - COLA	Jan. 3 - COLA
Apr. 5 - COLA	Apr. 4 - COLA
July 5 - COLA	
Oct. 4 - COLA & Wage Increase	

APPENDIX "B"
COST OF LIVING ALLOWANCE

1. The Cost of Living Allowance will be determined in the manner and to the extent hereinafter set forth in accordance with the changes in the Consumer Price Index, published by Statistics Canada.
2. The Cost of Living Allowance provided for herein will be added to the straight time hourly earnings to each employee. Effective June 3, 1997, the cost of living allowance float in the amount of fifty-eight cents (\$.58) will be transferred to the classification base rates. The Cost of Living Allowance will not be adjusted thereafter until July 3, 1997 and thereafter on the basis as follows:
3. The first adjustment will be in the first pay period coincident or following July 3, 1997, and based upon the index for May 1997, as compared to the index of February 1997. A one cent (\$.01) adjustment will be made for each 0.40 movement of the index (1971 Base).

4. Adjustments will be made thereafter on the same index basis in:

October 1997, January 1998, April 1998, July 1998, October 1998, January 1999, April 1999, July 1999, October 1999, January 2000, April 2000, July 2000, October 2000, January 2001, April 2001, July 2001, October 2001, January 2002, April 2002, July 2002.

Based on the index of: August 1997, November 1997, February 1998, May 1998, August 1998, November 1998, February 1999, May 1999, October 1999, January 2000, April 2000, August 2000, November 2000, February 2001, May 2001, August 2001, November 2001, February 2002, May 2002.

5. A reduction in the Cost of Living Index will not result in a reduction of the Cost of Living Allowance.

6. In the event of Statistics Canada not issuing the Consumer Price Index on or before the beginning of the first pay period, in the quarterly period subject to adjustment, any adjustment required will be made at the beginning of the first period following the receipt of the index figure.

7. No adjustments retroactive or otherwise will be made due to any revision which may later be made in any published Statistics Canada Consumer Price Index.

8. Continuation of the Cost of Living Allowance is dependent upon the availability of the official monthly Statistics Canada Consumer Price Index, calculated on the same basis, and in the same form as that published for May 1997.

9. Application of any changes in the Cost of Living adjustments will be made on the first full pay period coincident or following the first day of the month, as shown in paragraphs 3 and 4, Appendix "B".

June 3, 1997

U.A.W. Local 251
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER ~~OF~~ UNDERSTANDING

The Company acknowledges that members of management will not, as a regular part of their jobs, perform work which falls within the scope of the bargaining unit.

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

June 3, 1997

U.A.W. Local 251
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER OF UNDERSTANDING - MOULDERS'
INCENTIVE RATES

As discussed during recent negotiations, the Company wishes to confirm that we will attempt to develop incentive rates on "new work" being produced in our Cope and Drag and Squeezer moulding lines.

It must be understood that many of the production runs will be "so short" that it will not be practical to place incentive rates on them.

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

June 3, 1997

U.A.W. Local 251
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER OF UNDERSTANDING- PAYROLL DEDUCTIONS

The Company agrees that it will make payroll deductions for R.R.S.P and Canada Savings Bonds upon the direction of individual employees.

The Company agrees to make regular payroll deductions for the Social Club for all employees upon notice from the Union that, pursuant to its procedures, it has been determined that such deductions will be mandatory for all employees. It is further understood that such mandatory deductions will eliminate the need for employees to solicit funds during working hours for activities that will henceforth become the duties of the Social Club. Such soliciting will not be permitted.

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

June 3, 1997

U.A.W. Local 251
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER OF UNDERSTANDING - MAINTENANCE
GROUPINGS

LEVEL I - This will be the starting position of any new member of the Maintenance Department. The new employee will remain in Level I for a nine (9) month period or 1350 hours worked and then move to Level II status.

LEVEL II - This level will encompass a qualified individual who is able to work independently with minimum supervision and is fully capable of all maintenance duties within the plant and must have knowledge and expertise in all areas of maintenance.

LEVEL III - This level is for Maintenance Personnel who have a proven ability in maintenance repair at WABCO Casting Division and are capable of training others in maintenance. Employees must have served on maintenance at WABCO for at least eighteen (18) months or 2700 hours worked and possess a bona-fide Government issued trade competency certificate.

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

June 3, 1997

U.A.W. Local 25
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER OF UNDERSTANDING

It is understood that the Company will supply the necessary equipment for the Union office in order for the Union committee to perform their assigned duties as outlined in Paragraph 5.06.

In conjunction with the changes to Paragraphs 8.08 and 8.09, the Company will, within sixty (60) days of the ratification of this agreement, meet with all current members of management who have retained seniority in the bargaining unit, and allow them a one-time opportunity to return to the bargaining group under the terms of the Collective Agreement dated November 11, 1994. It is also understood that these members of management will have an opportunity, should they choose, to discuss their personal situation with the Union. The Company will also provide documented evidence to the Union of each of the above member's decision. After that point, the above members will be subject to the terms outlined in the new Collective Agreement.

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

June 3, 1997

U.A.W. Local 251
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER OF UNDERSTANDING- MAINTENANCE SKILLS

The Company agrees to review and discuss the **UAW** certificate for skilled trades program with the Union. If the program is determined by the Company to be equal or superior to the government certification program in scope, administration, skills training, and certification, it will be recognized by the Company as certifying eligibility for Level III Maintenance classification.

The Company and Union agree that, notwithstanding the new qualification requirements for Maintenance Level III, incumbent employees at the effective date of the Collective Agreement, may maintain their current position without acquiring a government issued trade competency certificate. However, it is further agreed that the incumbent workers will endeavor to upgrade their skill levels accordingly and the Company will provide a reasonable time period for this to be accomplished. Further, it is agreed that the new qualification requirements for Maintenance Level III will not supercede plant-wide seniority rights in the event of a layoff.

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

June 3, 1997

U.A.W. Local 251
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER OF UNDERSTANDING

It is agreed that the Occupational Health and Safety RSO 1990, C.O.I. as amended by S.O. 1992, C.14, S.2 hereafter referred to as the Health and Safety Act is incorporated into and forms part of this agreement. The Company and Union agree to abide by those provisions unless this agreement provides otherwise. Amendments to the Health and Safety Act other than those indicated above shall not be incorporated into this agreement except upon written agreement of the parties.

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

June 3, 1997

U.A.W. Local 251
P.O. Box 22024
88 Elm Street
WALLACEBURG, Ontario
N8A 5G4

Attention: Jim Lee

Dear Sir:

LETTER OF UNDERSTANDING

It is understood and agreed by the Company and Union that in any situation where the classification rate differs from an employee's current hourly rate as a result of changes to Appendix A, the employee will be guaranteed as a minimum rate of pay, the greater of his/her current rate and the classification rate (including COLA).

Yours truly,
WABCO CASTING DIVISION

John Vickers
Vice President & General Manager

PAID EDUCATION LEAVE

The Company agrees to pay into a special fund one cent (\$.01) per hour per employee for all hours worked for the purpose of providing Paid Education Leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the International Union, UAW, and sent by the Company to Local 251, UAW, P.O. Box 22024, Wallaceburg, Ontario. N8A 5G4

Deductions shall be made in the current year in the following manner.

First Quarter: October 1 - to December 31
Payable to Fund: by 25th of January

Second Quarter: January 1 to March 31
Payable to Fund: by 25th of April

Third Quarter: April 1 to June 30
Payable to Fund: by 25th of July

Fourth Quarter: July 1 to September 30
Payable to Fund: by 25th of October and so on each
year of the Agreement.

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

ATTENDANCE POLICY

All employees have a contractual responsibility to attend work in an orderly and regular manner. It is expected and anticipated that all employees will report daily, at an appropriate time, to begin work at the start of their shift and remain until the completion of same. It is also considered that an occasional, unscheduled absence may be necessary due to health or some other important cause beyond the control of our employees. These situations should be discussed with your Supervisor or the Occupational Health Nurse.

The Company policy for absenteeism is as follows:

The Company will review all absences on a regular basis. Short term absenteeism shall be recognized as "controllable absenteeism". Controllable absenteeism is any lost time other than that allowed for on a requested and approved leave of absence, bereavement leave, vacation day(s), approved union time, jury duty, S&A claim, as well as compensation (WCB). (Employees who are eligible for more than two weeks vacation may, at their discretion, pre-arrange to use one or more vacation days to cover a short term absence.)

Failure to report for work within the first thirty minutes of a shift (without permission) shall be recorded as such and will be entered into the attendance records as the equivalent of one-half day absent.

Early departures that are not pre-arranged will be recorded as "home early" and will be entered into the attendance records as the equivalent of one-half day absent.

Each employee's attendance record will be reviewed on a quarterly basis (three month periods ending March, June, September, December).

Employees with 100% attendance will qualify for the applicable award under the Attendance Recognition Program.

Disciplinary action will be imposed where controllable absenteeism exceeds a specified number of days during a quarter as follows:

Quarter 1 (Jan/Feb/Mar) - Three Days Absent
Quarter 2 (Apr/May/June) - Two Days Absent
Quarter 3 (Jul/Aug/Sep) - Two Days Absent
Quarter 4 (Oct/Nov/Dec) - Three Days Absent

The levels of discipline (to be administered in the presence of Union representation) will be as follows:

- a) Interview and Counseling- Personal contact between the employee and the Employee Relations Supervisor, or designate, to identify and attempt to correct any problems. If the employee maintains a satisfactory attendance record for the next two quarters this level of discipline will be removed from his/her record.
- b) Letter of Warning - Advises the employee again of the seriousness of his/her absenteeism and the impending disciplines to follow. If the employee maintains a satisfactory attendance record for the next four quarters this level of discipline will be removed from his/her record.
- c) Final Warning - The employee is given a final warning that he/she may be risking future suspension and dismissal if attendance does not improve. The employee may also be subject to disqualification from his/her job classification. If the employee maintains a satisfactory attendance record for the next four quarters this level of discipline will be removed from his/her record.
- d) A one day suspension, without pay, shall be imposed. The employee will be encouraged to make use of this time to seriously reflect on whether he/she will be able to meet

the employment condition to attend work regularly. If the employee maintains a satisfactory attendance record for the next **four quarters** this **level of discipline will be removed** from his/her record.

e) DISMISSAL

THE COMPANY RESERVES THE RIGHT, IN APPROPRIATE CASES, TO REQUIRE THAT AN EMPLOYEE SUPPLY MEDICAL VERIFICATION OF THE REASON FOR ABSENCE. WHERE AN EMPLOYEE PROVIDES MEDICAL VERIFICATION THAT CERTIFIES THAT HE/SHE IS NOT TO WORK, THE ENSUING ABSENCE WILL BE TREATED AS AN EXCUSED ABSENCE. WHERE MEDICAL VERIFICATION IS VAGUE ON THIS ISSUE, AN EXTENDED ABSENCE MAY BE REDUCED TO ONE DAY'S ABSENCE IN THE ATTENDANCE RECORDS AT THE DISCRETION OF THE COMPANY OCCUPATIONAL HEALTH NURSE.

WHERE AN EMPLOYEE IS ABSENT FOR MORE THAN THE ABOVE SPECIFIED DAYS DURING A QUARTER, DISCIPLINE WILL **BE** ADMINISTERED ON A PROGRESSIVE BASIS FROM ANY PREVIOUS STEPS CURRENTLY ON AN EMPLOYEE'S RECORD. DISCIPLINE MAY BE IMPOSED DURING THE QUARTER AS SOON AS THE SITUATION WARRANTS. FOR EXAMPLE, IF AN EMPLOYEE MISSED FOUR DAYS IN THE FIRST QUARTER HE/SHE WOULD THEN RECEIVE THE APPROPRIATE LEVEL OF DISCIPLINE. IF HE/SHE THEN PROCEEDED TO MISS THREE ADDITIONAL DAYS IN THAT QUARTER, THE NEXT LEVEL OF DISCIPLINE WOULD BE APPLIED.

DISCIPLINE POLICY

- Step 1 - Interview & Counseling
- Step 2 - Letter of Warning
- Step 3 - Final Warning - May be subject to Job Disqualification
- Step 4 - Suspension (Length determined by severity of offence.)
- Step 5 - DISMISSAL

Offences to Start at Step 1

1. Unauthorized absence from work station; excessive wandering.
2. Failure to properly use Personal Protective Equipment.
3. Failure to maintain reasonable production levels (quality and quantity).
4. Failure to follow call-in procedure.
5. Eating, drinking, or smoking at times and areas not designated.
6. Failure to report injuries to Foreperson or Plant Nurse.
7. Two lates in a quarter (reporting within first 30 minutes of shift).

Offences to Start at Step 2

1. Working in an unsafe manner or with equipment that might endanger health or safety of self or others.
2. Operating machines, tools, or equipment not assigned by Foreperson.
3. Not following process and procedures of job as instructed.
4. Sleeping on the job.
5. Leaving company premises without notification or clocking in or out.

Offences to Start at Step 4

1. Theft of company or other employees' property.
2. Indulging in "horseplay".
3. Insubordination.
4. Deliberate damage of company or other employees'

- property.
5. Entering plant under influence, or possession, of alcohol or drugs.
 6. Fighting on company property.
 7. Clocking in or out for another employee.
 8. Malicious disregard for health and safety of self or others.
 9. Indecent conduct or sexual harassment.

Notes:

1. Management reserves the right to terminate employees for "Step 4" offences if the severity of the situation warrants it.
2. No action under the first four steps of either the Attendance or Discipline policy will remain against an employee's record longer than twelve months.
3. Any and all articles of the Attendance or Discipline policy are subject to the employees' and union's right to file a grievance.

ZERO TOLERANCE POLICY

1. Employees may not leave the company premises during working hours without notifying their supervisor or designate. Any employee who abuses this policy in any form will have their privilege denied for just cause.
2. The procedure employees must follow to obtain a pre-approved leave or approval for going home early must be as follows:

They will receive a form from their supervisor or designate and have the form filled out and signed for approval prior to leaving the premises. Anyone who leaves without a pre-approved leave will be entered as home early in the attendance record.
3. Anyone leaving Company premises must clock in and out.
4. The consumption of alcohol or non-prescription drugs within the Company boundaries will not be tolerated. Any employee found to be consuming alcohol or drugs on Company premises, or found to be under the influence of alcohol or drugs while at work or when reporting for work, will be subject to immediate disciplinary action up to discharge and the matter will then be turned over to the local Police.

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JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	2	3	4	5	6	7	8	2	3	4	5	6	7	8
5	6	7	8	9	10	11	9	10	11	12	13	14	15	9	10	11	12	13	14	15
12	13	14	15	16	17	18	16	17	18	19	20	21	22	16	17	18	19	20	21	22
19	20	21	22	23	24	25	23	24	25	26	27	28		23	24	25	26	27	28	29
26	27	28	29	30	31									30	31					

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7
6	7	8	9	10	11	12	11	12	13	14	15	16	17	8	9	10	11	12	13	14
13	14	15	16	17	18	19	18	19	20	21	22	23	24	15	16	17	18	19	20	21
20	21	22	23	24	25	26	25	26	27	28	29	30	31	22	23	24	25	26	27	28
27	28	29	30											29	M					

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	3	4	5	6	7	8	9	1	2	3	4	5	6	
6	7	8	9	10	11	12	10	11	12	13	14	15	16	7	8	9	10	11	12	13
13	14	15	16	17	18	19	17	18	19	20	21	22	23	14	15	16	17	18	19	20
20	21	22	23	24	25	26	24	25	26	27	28	29	30	21	22	23	24	25	26	27
27	28	29	30	31			31							28	29	30				

OCTOBER							NOVEMBER							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1	2	3	4	5	6	7	8	1	2	3	4	5	6	7
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				
							30														

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JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	3	4	5	6	7	8	9	1	2	3	4	5	6	
5	6	7	8	9	10	11	10	11	12	13	14	15	16	7	8	9	10	11	12	13
12	13	14	15	16	17	18	17	18	19	20	21	22	23	14	15	16	17	18	19	20
19	20	21	22	23	24	25	24	25	26	27	28	29	30	21	22	23	24	25	26	27
26	27	28	29	30			31							28	29	30				

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	2	3	4	5	6	7	8	1	2	3	4	5	6	
5	6	7	8	9	10	11	9	10	11	12	13	14	15	6	7	8	9	10	11	12
12	13	14	15	16	17	18	16	17	18	19	20	21	22	13	14	15	16	17	18	19
19	20	21	22	23	24	25	23	24	25	26	27	28	29	20	21	22	23	24	25	26
26	27	28	29	30	31		30	31						27	28	29	30			

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

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9
9
9

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	M	31			

APRIL

S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	M	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
M	31					

JUNE

S	M	T	W	T	F	S
						1
						2
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY

S	M	T	W	T	F	S
						1
						2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
						1
						2
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
						1
						2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	M		

OCTOBER

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
						1
						2
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	M				

DECEMBER

S	M	T	W	T	F	S
						1
						2
						3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	M	31	

2
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0

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	T	F	S
						1
						2
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

MARCH

S	M	T	W	T	F	S
						1
						2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
						1
						2
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	M	31			

JUNE

S	M	T	W	T	F	S
						1
						2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	M	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
						1
						2
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	M	31		

SEPTEMBER

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
						1
						2
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
						1
						2
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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