

**AGREEMENT**

**ENTERED INTO BETWEEN**

**KELSEY-HAYES  
CANADA LIMITED  
EUREKA FOUNDRY PLANT**

**WOODSTOCK ONTARIO**

**AND**

**LOCAL UNION 636**

of the  
**National Automobile, Aerospace  
Transportation and General Workers  
Union of Canada (CAW-Canada)**

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February 2, 1999 - February 1, 2001

**01543 (06)**

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THIS AGREEMENT, made and entered into as of the 2nd day of February, 1999 by and between:

**KELSEY-HAYES CANADA LIMITED, EUREKA FOUNDRY PLANT,  
WOODSTOCK, ONTARIO**

Hereinafter designated as the "Company"

AND

**National Automobile, Aerospace  
Transportation and General Workers  
Union of Canada (CAW-Canada)  
and its Local 636, Woodstock, Ontario.**

Hereinafter designated as the "Union"

## **Article I**

### **GENERAL PURPOSE OF THE AGREEMENT**

1.01 The purpose of this Agreement is to promote harmonious relationship between the Company and its employees, in the hope of advancing the well-being of both by means of steady employment and future security.

### **NON-DISCRIMINATION**

1.02 The Company and the Union agree that there will be no discrimination, interference, restraint or coercion exercised by either of them or by any of their respective representatives, with respect to any employee because of his/her race, colour, place of origin, sex, sexual orientation, age (as defined in the Human Rights Code of Ontario), religion, marital status, family status, handicap (as defined in the Human Rights Code of Ontario) or for lawful union activity, and that membership in the Union by the employees who are eligible to join will not be discouraged by the Company.

1.03 Wherever in this Agreement the masculine gender is used, it will also include the feminine.

## **Article II**

### **RECOGNITION**

2.01 The Company agrees to recognize the Union as the sole and exclusive Bargaining Agent of its employees in respect to hours, wages, seniority, grievance procedure and all other working conditions.

2.02 The provisions of this Agreement shall not apply to forepersons,

those above the rank of fore-person, office and clerical staff,  
Metallurgists and Laboratory Workers.

## **Article III**

### **UNION SECURITY**

3.01 (a) In order to promote harmonious relations with the Company and the Union, it shall be a continuous condition of employment that all present employees covered by this Agreement must become members of the Union within thirty (30) days of the signing of the Agreement and shall remain members in good standing thereafter.

(b) New employees must join the Union within fifteen (15) days from the date of hiring and must remain in good standing thereafter.

(c) The new employee shall be introduced to his/her zone committee person by the supervisor in charge.

3.02 (a) The Company will deduct from the pay of each member of the Union, covered by this Agreement, all Union Initiation Fees, Dues and Assessments.

(b) All Union Dues deductions, shall be made from the first pay of each month, initiation fees to be deducted from the second pay period in the applicable month. All sums deducted, together with a record of those from whom deductions have been made and the amount shall be forwarded to the Secretary-Treasurer of the Local Union not later than the 20th of the calendar month in which the deductions are made. A copy of the record of dues deducted is to be given to the Plant Chairperson each month.

(c) The Union shall furnish to the Company in writing notification of all changes, increases or decreases in Union dues, Initiation Fees and Assessments.

3.03 The Union shall not engage in Union activities during working hours or hold meetings on Company premises except as provided for under the grievance procedure.

3.04 Where possible the Company will utilize organized contractors to perform the work within the plant.

3.05 The Company and the Union Bargaining Committee will meet monthly to discuss all production work being considered for out-sourcing in an effort to retain the work within the plant.

## **Article IV**

### **RESERVATION OF MANAGEMENT RIGHTS**

4.01 The Union acknowledges that it is the exclusive function of the Company to:

a) Operate and manage its business in all respects in accordance with its commitments and responsibilities and to establish rules and regulations in order to maintain discipline, order and efficiency.

b) Hire, discharge, suspend, transfer, promote, demote or otherwise discipline employees for proper cause, provided that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without proper cause may be the subject of a grievance and dealt with as hereinafter provided.

c) The Union recognizes other rights and responsibilities belonging solely to the Company, prominent among which, but by no means wholly inclusive are the rights to decide the number and locations of plants, the machine and tool equipment, the products to be manufactured, the methods of manufacture, the schedules of production, the processes of manufacturing, or assembling, together with all designing, engineering, and the control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured, and generally controlling and directing the business of the Company.

4.02 The Company agrees that the above functions will be exercised in a manner consistent with the general purpose of this Agreement.

## **Article V**

### **RECOGNITION OF UNION OFFICIALS AND COMMITTEES**

5.01 The Company will recognize the following committee person/steward of the Union and such committee person/steward shall operate only within his/her own zone of the plant on his/ her regular shift. In the absence of the regular committee person on any shift the Company will recognize an alternate when informed in writing prior to his/her acting in such capacity.

a) Zone A will consist of Melting, Moulding and Sand System. Two Committeepersons.

b) Zone B will consist of Cleaning and Finishing, Core Room, Maintenance Clean Up, Shipping and Receiving. Two Committee persons.

c) Zone C will consist of Skilled Trades. Two Committeepersons.

d) The appointment and recognition of each such Committee person/Steward shall be conditional upon his/her being an employee of the Company, having regular duties to perform, and having at least one (1) year seniority with the Company.

5.02 The Union shall appoint and the Company shall recognize one of the above Committeepersons as the Time Study Steward. The Company agrees to familiarize the Time Study Steward with the procedure being

used.

5.03 The Company acknowledges the right of the Union to appoint or otherwise select a Bargaining Committee which will be known and recognized as the Bargaining Committee comprised of five (5) Committeepersons and the Plant Chairperson.

5.04 The Plant Chairperson will work on the day shift only.

5.05 The Union will furnish the Company with a list of its Officers, Committeepersons/Stewards, Bargaining Committee and will notify the Company promptly of any changes made in such list.

5.06 In the event the Company and the Union become involved in rare and serious unusual problems, the parties may mutually agree to have the Local President (636), or a specialized National Representative attend a meeting to discuss such problems.

## **Article VI**

### **SUPERVISORY PERSONNEL**

6.01 The Company will furnish the Union with an up-to-date list of its supervisory personnel and will indicate by job titles the extent of their responsibility. The Company will notify the Union promptly of any changes in such lists.

## **Article VII**

### **FOREPERSON WORKING**

7.01 No foreperson, employee in a supervisory position, office and clerical staff, metallurgist, lab workers, nurse/first aid attendant shall perform work normally done by employees in the Bargaining Unit, except for the purpose of instruction, experimentation, inspection and in an emergency when employees are not available.

## **Article VIII**

### **REPRESENTATION**

8.01 A Committeeperson/Steward may leave his/her work to attend to a complaint that is brought to him/her by an employee, but before doing so, shall notify his/her immediate supervisor of the reason for his/her proposed absence and its probable duration and obtain his/her consent, and shall report back to his/her supervisor when he/she returns. Any complaint which cannot be settled within a reasonable time will be subject to the regular grievance procedure. The supervisor will not withhold his/her immediate consent unless a replacement is necessary. Before such committeeperson can act, the supervisor will be permitted up to one half (1/2) hour to obtain a replacement.



8.02 Time spent by a committeeperson or steward in connection with the administration of this Agreement, including preparation for third step grievance meetings, will be paid for at his/her regular base rate exclusive of overtime. During negotiations, he/she will be paid for all regular shift hours lost during a regularly scheduled shift.

8.03 There will be a regular monthly meeting to be held each month and will be held in the daytime after 1:30 p.m. The agenda to be submitted twenty-four (24) hours before such meeting. The Bargaining Committee will be allowed up to one (1)hour to prepare an agenda, at least forty-eight(48) hours prior to such meeting.

8.04 The Company agrees to provide each member of the Bargaining Committee a copy of the minutes of the regular monthly meeting within ten(10)regular working days following such meeting.

8.05 A committeeperson who is working when the regular unit meeting is held will be allowed up to two (2) hours off with pay to attend such meeting. The plant Chairperson will notify the Company in advance of such meeting and the names of such committeeperson(s) who will be attending the regular unit meeting.

## **Article IX**

### **GRIEVANCE, ARBITRATION, SUSPENSION AND DISMISSAL PROCEDURES AND DEROGATORY NOTATIONS**

#### **Grievance Procedure**

9.01 Should grievances arise between the Company and the Union or employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under the Agreement, or should there be any complaint or grievance by any employee or the Union or the Company, the settlement of such grievance shall be handled in the following manner:

9.02 FIRST - Any employee having a grievance shall first submit same verbally within five (5) working days from which it occurred. The Foreperson shall secure the employee's committee person/alternate when the grievance is presented. The Foreperson shall deal with the grievance and answer verbally not later than the second regular working day next following the date on which he/she received the grievance.

9.03 SECOND - If the grievance is not settled satisfactorily in the first step, the grievance must be presented in writing, within three (3) working days of the Foreperson's answer to the Manufacturing Manager for his/her disposition. The Manufacturing Manager shall discuss the matter with the person concerned in the presence of the

Committeeperson and shall give his/her decision within three (3) working days of receiving such grievance. Quadruplicate grievance forms shall be supplied by the Company.

9.04 THIRD - (a) If the grievance is not settled satisfactorily in the second step, the Plant Chairperson must notify the Company in writing within three (3) working days of the Company's answer that it wishes a meeting and these shall be taken up at a meeting to be held within ten (10) days as herein provided between the Bargaining Committee and the representative designated by the Executives of the Company. The Company will give the Union its disposition in writing within three (3) working days on any matter discussed at this meeting. A copy of the disposition of all grievances is to be sent to the Foreperson concerned. An accredited representative of the National Union may be present at the request of either the Company or the Union.

(b) If the Company has a grievance or the Union has a policy grievance, which could not be submitted by an employee or group of employees, it shall be taken up at the Third Step of the Grievance Procedure (Clause 9.04).

### **Arbitration Procedure**

9.05 A dispute concerning the interpretation, application or administration of this Agreement or a violation thereof (after exhaustion of the grievance procedure provided herein) may be referred to an Umpire to be selected by the parties to the grievance upon written notice of appeal to that effect signed by the employee being delivered to the Personnel Manager within fifteen (15) regular working days after the Personnel Manager's decision thereon. If such parties fail to select an umpire within five (5) regular working days of the receipt by the Personnel Manager of the notice of appeal then either party may appeal within five (5) additional working days to the Ontario Labour Management Arbitration Commission, who shall designate the umpire. Except as herein otherwise provided the decision of the umpire upon such appeal shall be final and binding upon the Company and the Union and every employee within the Bargaining Unit affected by the Agreement.

9.06 The expression "working day" when used in this Agreement, shall mean and include Monday to Friday inclusive.

9.07 The arbitrator shall not alter, modify or amend any part of the Agreement nor make a decision inconsistent therewith.

9.08 (a) The Company shall not be obliged to payback wages or other compensation prior to the date of filing of the grievance in writing claiming same, unless circumstances were such that it was not possible for the employee to know he/she had a grievance but in no event shall back wages or other compensation be paid for more than thirty (30) calendar days prior to the date of filing a grievance in writing

claiming same.

9.08 (b) Employee(s) will not be obliged to payback wages or other compensation resulting from payroll error more than thirty (30) calendar days prior to the date the Company first informed the Union and the employee of the error.

9.09 At any meeting between the Bargaining Committee and the Management or at any arbitration proceedings, a National Representative of the Union may be present to take part in such discussion or negotiations as may come before such meeting or proceedings. Management may appoint outside representatives.

9.10 A grievance having been presented to the Company in writing, there shall be no interrogation of any employee or group of employees concerned in the grievance by any representative of the Company without the presence of the Committeeperson of the Department concerned.

## **No Strikes - No Lockouts**

9.11 The Union agrees that there will be no strikes or slowdowns either by an individual or collective action which will stop or interfere with production and the Company agrees that it will not cause or direct any lockout of employees during the term of this Agreement or any extension thereof.

9.12 At any stage of the grievance procedure the conferring parties may have the assistance of any employee and necessary witness.

9.13 If, during any negotiations in connection with a grievance, any investigation by either party is necessary, the Company will make all reasonable arrangements to permit the negotiation parties access to the plant and an opportunity to confer with the necessary witnesses and/or to view the disputed operations.

9.14 The expenses of the Umpire, if any, shall be borne in equal shares by the Company and the Union, and the shares shall be paid direct to the Umpire by each. Any other expenses will be borne by the party incurring such expenses.

9.15 (a) The time limits as outlined in the above grievance procedure may be extended by mutual agreement.

(b) Grievances shall be considered settled, without precedent, by the party that did not default the time limit or mutually agreed time limit.

## **Suspension and Dismissal Procedure**

9.16 (a) Wherever an employee, who has attained seniority in any department is dismissed or suspended, he/she will be given an opportunity of interviewing his/her committeeperson before he/she is required to leave the plant, provided that, if because of the nature of the offence it is necessary to require the immediate expulsion of an employee from the plant, then his/her committee person will be immediately notified and he/she will be given an opportunity to interview the dismissed employee at some convenient location.

(b) Management must notify the committeeperson immediately. The committeeperson can talk to the employee and lodge a grievance if so desired.

9.17 (a) Whenever a seniority employee is to be dismissed or suspended, the following procedure will be followed instead of the regular grievance procedure in Clause 9.02 - 9.04 inclusive.

(b) An employee will not be dismissed or suspended except for the balance of his/her shift by any Supervisor.

(c) Before any further action can be taken, there will be a meeting between the Plant Chairperson and the Committeeperson concerned with

the Personnel Manager (or designate) and the Manufacturing Manager (or designate). The Shift Superintendent may be present.

(d) The meeting will take place the day of the occurrence, or in the event of a night shift, the next working day.

(e) In the event the issue is not resolved the employee may lodge a grievance within three (3) working days from the date the meeting took place and management will review the grievance which resulted from dismissal or suspension and render its decision within two (2) working days.

(f) If the decision of management is not acceptable to the Union such decision may be referred to the Arbitration Procedure referred to in Clause 9.05.

9.18 If, as a result of the grievance procedure, the Company agrees to reinstate the employee, or is ordered to do so, he/she shall be reinstated in his/her former job without loss of seniority and shall be reimbursed for all time lost, or if reinstatement to his/her former job appears to both parties or to the arbitrator, to be not in the best interest of harmonious production, he/she maybe reinstated and transferred to another department without loss of seniority. In the case of arbitration, the arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances.

### **Derogatory Notations**

9.19 (a) When a derogatory notation is placed against the record of an employee a written notice of such notation must be given to the employee and the duplicate is to be initialled by him/her and he/she may treat the same as a grievance and proceed accordingly. Unless notice of such notation is given within a reasonable time, not in any event to exceed three (3) working days after the occurrence, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee.

(b) Derogatory notations after six (6) months against the record of any employee shall be voided in the presence of a Union Official.

(c) In the case of derogatory notations given as a result of absenteeism, such shall remain on an employee(s) record for nine (9) months.

## **Article X**

### **SENIORITY**

10.01 (a) Each of the parties recognizes that employees are entitled to an equitable measure of security based upon length of service.

(b) Employees hired as summer students shall not attain seniority

status and shall not be entitled to have their names placed on the seniority lists. Summer student employees will be hired for a maximum period of 89 days worked between April 1<sup>st</sup> and the Friday prior to Labour Day.

10.02 (a) New employees of the Company shall be considered as probationary employees for the first forty-five (45) days worked with the Company. The forty-five (45) days worked probationary period shall be accumulative over twelve (12) consecutive months. After the employees have finished the probationary period, they shall be entered on the seniority list of the plant and shall rank for seniority from the date forty-five (45) available days worked prior to the date upon which seniority is attained. Probationary employees shall have the right at all times to take up a grievance on any matter concerning working conditions.

(b) A probationary employee who maintains he/she has been unjustly dealt with shall have the right to have his/her case reviewed by the Human Resources Manager, Manufacturing Manager and Plant Chairperson. The decision rendered will be final and binding.

(c) When two or more employees are hired the same day, the first hired shall be placed on the seniority list first.

10.03 Seniority lists will be revised as often as possible at least every three (3) months, and will be posted up so that they are available to the employees concerned at all times.

10.04 Copies of the lists, as revised from time to time will be furnished to the Bargaining Committee and the Sub Regional Office of the Union, 310 Wellington Rd. S., LONDON, Ont. N6C 4P4.

10.05 The following departmental seniority lists will be established:

Melting Department:

Cupola Tender, Channel Furnace Operator, Charge Payloader Operator, Ladle Liner, Cupola Repair, Hot Metal Distribution, Crane Operator, Charge System Operator, Drop Clean-up.

Moulding Department:

Osborn Utility Operator, Core & Plate Setter, Core Delivery, Pourer, Hot Hook Up, Foundry Labourer.

Finishing Department:

Cleaning Room:

Wheelabrator Operator, Grind, Chip, and Inspect, Palletize, Audit Inspector.

Core Room:

Cold Box Coremaker.

Shipping and Receiving:

Shipper, Receiver.

In-Plant Transportation:

Lift Truck.

Maintenance Department:

Electrician, Machine Repairer, Millwright, Watchman, Janitor,  
Licensed Mechanic, Maintenance Clean-up, Oiler/Greaser.

Pattern Shop:

Pattern Repair.

10.06 The Plant Chairperson, Committeeperson and Steward and the following Union Officers, not otherwise recognized for the purpose of this Agreement, namely the President, Vice-President, Financial Secretary, Time Study Steward and Recording Secretary will be retained in the employ of the Company during their respective terms of office, notwithstanding their positions on the seniority list so long as the Company has work available which they are qualified to perform.

## **Article XI**

### **LOSS OF SENIORITY**

11.01 An employee shall lose his/her seniority standing and his/her name shall be removed from all seniority lists for any of the following reasons:

a) If the employee voluntarily quits his/her employment with the Company;

b) If the employee is discharged and such employee is not reinstated pursuant to the provisions of the grievance procedure herein;

c) If the employee has been laid off and fails to return to work:

i. Within eight (8) calendar days after he/she has been notified by the Company;

ii. Within any longer period arranged by the Union with the Company, except in the case of sickness as certified by a physician.

d) If the employee overstays a leave of absence granted by the Management in writing without securing an extension of such leave;

e) If an employee can prove that it was not possible to comply with Sections 11.01 (c) or 11.01 (d), loss of seniority shall not apply.

f) If the employee is not called upon to perform work for the Company for a period of thirty-six (36) consecutive months or for a period equal to his/her seniority at the date when he/she last performed work for the Company, whichever shall be the greater;

g) If an employee fails to report for duty for three (3) consecutive working days. (This clause shall not apply if the employee furnishes satisfactory reasons to the Personnel Department for such failure).

h) An employee with five (5) or more years seniority who gives the Company written notice of resignation and then decides (prior to the expiration of such notice) to change his/her mind will have his/her case reviewed between the Company and the Union.

i) An employee who is absent without reasons satisfactory to the Company from the time a written notice of resignation is submitted, will not be allowed to reconsider his/her termination.



## Article XII

### LEAVE OF ABSENCE

12.01 (a)(i) The Company will grant leaves of absence in writing without pay to employees, for legitimate personal reasons, including illness and accident.

(a)(ii) Education leaves will be granted to one employee per shift for a maximum of one year duration, for the purpose of attending and completing full-time school courses to upgrade job related skills. Approval of such leave will be first come, first served basis. When more than one L.O.A. is submitted on the same date, the employee with the most seniority will be approved.

(b) The Union will be supplied with a list of all employees on leave of absence. Seniority will accumulate during any period of leave of absence. Leave of absence will not be granted for the purpose of accepting other employment even of a temporary nature.

12.02 An employee who has been granted leave of absence because of illness as established by Doctor's certificate will be reinstated in his/her former position on his/her return if he/she is able to carry out his/her regular duties. If he/she is unable to carry out his/her regular duties the Company will endeavour to find suitable work for him/her. Any employee who has been off work due to illness for three (3) or more days shall notify the Plant Medical Centre at least one(1) day prior to returning to work. He/she shall indicate whether he/she has a doctor's certificate to return or shall request the Company to try and obtain such information from his/her doctor. All such certifications including Sick Benefit forms will be turned into the Plant Medical Centre for processing.

12.03 Any member of the Union elected to Union position or selected to do temporary work for the Union will be granted one temporary leave of absence for a period not exceeding three (3)years. Replaceable employees, not exceeding two (2) in number who are members of the Union and are appointed by it to full time positions in the Union will be granted leave of absence for a period of up to one (1) year with consideration of renewal. Up to three (3) Union members will be granted leave of absence to attend Union Conventions and Conferences, however, the Company may grant up to three (3) more employees such leave of absence, providing such members are not from the same classification. Upon their return, they shall be re-employed according to their seniority, and the employee will be returned to his/her job as soon as possible. Seniority will accumulate during their absence. Any such leave of absence must be requested in writing to the Company at least thirty-two (32) hours prior to the date of such leave of absence commencing. The Company will consider shorter notice in case of emergency.

12.04 (a) The Company will accept as a satisfactory reason for absence up to six (6) months, an employee's conviction of an offence

arising out of the operation of a motor vehicle resulting in a jail sentence or any absence because he/she is being held in custody pending disposition of the charges against him/her.

(b) Any conviction over six (6) months will be reviewed by the Union and the Industrial Relations Department.

12.05 (a) Upon written application to and written permission from the Manager of Human Resources, any employee with five (5) or more years of seniority and who is been elected to a Public Office, appointed to a position of federal or provincial constituency assistant or temporary selection on a provincial or federal commission will be granted a leave of absence, without loss of seniority.

(b) Such leave of absence shall be for a period of his or her first full term in such elected or appointed office.

(c) Extension(s) of the above must be so requested by the person affected.

12.06 Employees requesting a leave of absence for union business must first have such request initialled by the Plant Chairperson or his/her designate before any such request will be granted as provided for in Article 12.03 above.

### **Article XIII**

#### **PROMOTIONS, TRANSFERS AND JOB POSTING**

13.01 Employees leaving the Bargaining Unit on or after February 1, 1990 shall retain and accumulate seniority for a period of ninety (90) calendar days. After that period they will not be returned to the Bargaining Unit.

13.02 A temporary transfer for the purpose of this Article, is an assignment of not more than fifteen (15) working days duration. This period may be extended by agreement of the parties. When it becomes necessary to temporarily transfer employees to lower paid jobs, employees having the least seniority shall be transferred if capable of performing the normal requirements of the job and will be paid his/her previous occupational rate for the balance of the shift. Double transfers will be avoided wherever possible.

(a) When an employee is temporarily transferred as a result of other than a shortage of work in his/her own classification, he/she will retain his/her previous occupational rate or receive the job rate, whichever is the higher of the two.

(b) In the event an employee is late for work or leaves work early, the employee required to transfer to such job shall be paid for four (4) hours if such temporary transfer is for less than four (4) hours and for the full shift hours if such temporary transfer is for four

(4) hours or more. The only exception shall be when the employee calls in within fifteen (15) minutes of the starting time and has an acceptable reason for being late.

(c) The Company and the Union agree that the interpretation of "Shortage of Work" shall mean when there is a lack of material, equipment to process the work or customer requirements for the product, such shall be considered a shortage of work.

13.03 (a) Promotions or transfers will be based upon the qualifications necessary for such jobs. Where such qualifications are equal the employee having the greatest seniority will be given preference after fifteen (15) working days.

(b) An employee who has five (5) or more years of seniority, may request a transfer for an opening that exists for more than fifteen (15) working days but less than forty-five (45) working days [as provided for in 13.06

(c) Such transfers must be requested within the first fifteen (15) working days of such vacancy. The employee will maintain his/her seniority and overtime rights in the classification from which he/she transferred.

### **Job Posting**

13.04 (a) The initial vacancy plus two (2) other vacancies resulting from the initial opening in any classification except Foundry Labourer, will be posted.

(b) A vacancy is one which the anticipated duration will be over a fifteen (15) working day period. When vacancies occur notices of such vacancies shall be posted in the plant on bulletin boards for a period of two (2) working days and applications shall be considered in accordance with Section 13.03 (a).

(c) The Company will give a trial period not to exceed seven (7) days on any disputed job or operation. No employee may be accepted more than twice on such posted vacancies in any twelve (12) month period.

(d) If a committee person or Plant Chair person successfully post for a job as outlined in 13.04 to 13.06, but is unable to move to the job because of representation, they shall have the job held for them. The successful bidder will receive the new job rate of pay, only if the bid job is in their zone. The next most senior bidder shall fill the job until the elected person is able to assume that classification.

13.05 Notice of successful bidder shall be posted on the bulletin board by the Company within three (3) working days of the closing date and will be placed on the job within five (5) working days.

13.06 (a) If an employee so selected for a job does not prove satisfactory within fifteen (15) working days, the employee will

return to his/her former job as soon as possible, providing his/her former job is available, with no loss of seniority.

(b) An extension to these provisions will be permitted if mutually agreed to between the Company and the Union on new jobs. The maximum length of the extension will be shown on the job posting.

(c) When an employee who holds a bid job has been continuously absent for a period of forty-five(45) working days, such vacancy will be posted as temporary and all other provisions of the job posting shall apply. Should the absent employee be removed from the classification for any reason, the successful applicant who filled the temporary vacancy will fill the permanent vacancy.

Should the successful applicant on a Temporary Posting be disabled and thereby unable to immediately fill the position, the next applicant for that posting will be placed on the job until such time as the initial successful applicant is able to perform the job.

### **Seniority on Transfer**

13.07 (a) If an employee is transferred from one classification to another classification for any reason, he/she shall continue to accumulate seniority in the classification he/she transferred from for a period of fifteen (15) days worked or 120 hours from the date of transfer. Until the expiration of such fifteen (15) days worked or 120 hours he/she shall not acquire seniority in the classification to which he/she has been transferred. Upon attaining seniority in the new classification he/she will be credited with his/her full plant seniority.

(b) An employee who requests a transfer to the Foundry Labour classification will be provided one if he/she has one (1) or more years of seniority and is capable of performing the work provided he/she has the seniority and there is an existing opening.

13.08 In the event an employee wishes to apply for a particular job posting and is on vacation when such posting occurs, the Plant Chairperson will be permitted to submit a job bid on the employee's behalf.

13.09 The Company will furnish the Union with notice of the implementation of new classifications. Any newly established job or classification submitted to the Union by the Company shall have only the wage rate subject to negotiations by the parties. If the Company and the Union cannot come to an agreement on the rate, the Union may write the grievance and present it to the Company within thirty (30) calendar days at the 3rd step of the grievance procedure.

## **Article XIV**

### **LAYOFFS AND RE-HIRING**

14.01 When it becomes necessary to reduce the work force, seniority rights of employees shall be exercised as follows:

(a) In the event of a layoff in a department of more than one day, probationary employees will be laid off first, employees in each classification having the greatest seniority will be retained in the classification. Those who are not retained in the classification shall, in line with their seniority and if capable of performing the normal requirements of the job be assigned to open jobs in the department or replace employees with lesser seniority then holding such jobs.

b) The displaced employee(s) will be assigned to open jobs or work being performed by the most junior employee(s) in the plant in line with their seniority and if capable of performing the normal requirements of the job and at the rate of pay applicable to the job. When plant-wide seniority is exercised, the employee with the highest seniority shall have first choice of any open jobs.

c) In the event there is no reduction in the work force and/or should the job to which the employee has transferred, be temporarily or permanently discontinued, at any time, he or she will be returned to the classification from which he or she transferred and exercise his or her seniority in the classification immediately over the junior employee in the classification.

d) The most senior employee (on shift) who has been displaced from his/her classification due to a layoff will be able to return to his/her former classification on a day to day basis to fill in for absenteeism of eight (8) hours or more.

e) If it can be determined that any temporary vacancy will be for five (5) consecutive regular working days or more, the most senior displaced employee will be transferred to fill such temporary vacancy.

14.02 If it becomes necessary to further reduce the working force, the Company will try to maintain a full work force providing enough employees are retained to operate the plant safely and economically.

14.03 Any employee who is unable to exercise his/her seniority during the period of layoff because of seniority and recalled to work in accordance with his/her seniority when work, which he/she can do, becomes available.

14.04 When there is an increase in the working force after a layoff, employees on the plant-wide seniority list will be returned to work in accordance with such list, in the reverse of the order in which they were laid off.

14.05 At each layoff or recall following layoff, the Company may designate certain individual employees whose services are required under the special circumstances then existing. Such employees may be

retained in, or recalled to service, regardless of their seniority. No such designation shall become effective until approved by the Management and the Union (the Union shall not unreasonably withhold their approval). The fact that an employee has been designated shall not affect his/her regular seniority standing and he/she shall resume the same as soon as the special reasons in his/her case cease to exist.

14.06 (a) The Company agrees, where possible, to give the employees seven (7) clear days notice of layoff. The employees are expected to work out such notice.

(b) The Union agrees that the Company will not be required to give notice of layoff to employees called in for temporary work of less than five (5) days. Notice of layoff will be required if employees are recalled more than once in any thirty (30) day period unless changed by mutual agreement between the Company and the Union.

14.07 A list of employees to be laid off will be given to the Committee Chairperson prior to such layoff.

14.08 Employees who have been laid off will be recalled to work by a registered written notice or telegram addressed to the last address recorded by the Company or by personal contact, signed and dated, and shall be obliged to return to work within eight (8) calendar days from the date of receipt of his/her recall notice, and to notify the Company of his/her intention to return to work within three (3) working days from the date of receipt of his/her recall notice.

14.09 Employees who fail to give the Company notice of intention to return to work will be passed over and the next employee on the seniority list will be recalled to work, and unless an employee establishes within five (5) days from the date of his/her receipt of his/her recall notice that it was impossible for him/her to comply with the above provision, his/her name will be removed from the seniority lists.

14.10 (a) An employee can refuse first recall providing that he/she has full time employment and;

(i) can prove to the Company that he/she has full time employment elsewhere;

(ii) there is an employee(s) on layoff capable of performing the work assignment required, in order of seniority;

(iii) the duration of work, for recall, will be less than forty-five (45) working days.

(b) Employees refusing first recall shall be placed at the bottom of the recall list for a period of forty-five (45) calendar days or until next recall (whichever comes first).

## **INVERSE SENIORITY**

14.11 (a) Upon mutual agreement between the Company and the Union the parties may enter into an agreement applying the concept of inverse seniority on layoffs.

(b) The application is intended to cover layoffs of a limited and known duration.

(c) When a circumstance arises that appears to fit the concept the Company and the Union will promptly and jointly determine if the Inverse Seniority provisions will apply.

## **CONSIDERATIONS AND APPLICATION**

14.12 (a) The layoff must be for a definite period of time and of limited duration.

(b) Employees will be laid off and recalled under the terms of the inverse seniority provisions by classification as determined by the Company and the Union.

(c) It is expressly understood that no provision exists which would allow an employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on layoff by another employee during the predetermined period of layoff.

(d) It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion of or disqualification from Unemployment Insurance Benefits or Company provided Supplemental Unemployment Benefits.

14.13 Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited/pre-determined layoff period.

14.14 If during the limited/pre-determined period of layoff it is determined that the layoff needs to be extended for any reason, and further provided that the parties agree to simultaneously extend these inverse seniority provisions, the employees who elected layoff under said provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that he/she wishes to continue on layoff for an extended time, they will be so permitted and employees from the bottom of the seniority list will be laid off in the traditional manner.

## **Article XV**

### **HEALTH AND SAFETY**

15.01 (a) The Company shall continue to make all reasonable provision for the safety and health of the Company's employees during the hours of their employment. Protective devices, wearing apparel and

other equipment necessary to properly protect employees from injury shall be provided by the Company. The Union will co-operate with the Company in seeing that such protective devices, etc., are properly used.

(b) Protective devices and other equipment deemed necessary to protect employees from disease and injury will be supplied by the Company.

(c) The Joint Health and Safety Committee shall be consulted in the selection of such equipment and the terms and conditions under which they are to be used.

15.02 The Company will supply safety prescription glasses to employees free of charge provided they are purchased from an approved Company source.

### **Safety Committee**

15.03 (a) The Safety Committee shall be composed of two (2) members of Management and two (2) members of the Bargaining Unit, one (1) of whom shall be a committeeperson or steward. Committee shall make recommendations concerning safety rules and practices to Management.

(b) The Joint Committee will tour the plant once per month to audit for health and safety hazards.

(c) The Joint Committee will meet at least once monthly to review their audit, minutes, and other health and safety issues, and to make recommendations to management on the elimination of health and safety hazards.

(d) The Joint Committee will receive prompt notification of any fatalities, serious injuries resulting from work related accidents, and serious "near misses".

### **Safety Shoes**

15.04 (a) The Company will pay an allowance towards the purchase of one (1) pair of safety shoes once per year. Regular pourers within the Iron Pourer classification will receive an allowance for a second pair, should circumstances warrant replacement. This article shall not be construed as a guaranteed amount and consequently safety shoes purchased by any employee for less than the allowance, will not qualify such employee to any consideration by way of financial reimbursement or credit. It is further understood that such safety shoes must be purchased before financial consideration is entertained.

(b) The allowance will be as follows:

Effective February 7, 1999	\$115.00
Effective February 6, 2000	\$120.00



Effective February 4, 2001

\$125.00

15.05 Any employee requesting medical information (in writing) relative to any specific injury or sickness may request such information from the Personnel Manager.

15.06 On employee request, personal medical information will be made available to family physician.

15.07 All members of the Joint Health & Safety Committee will take a thirty (30) hour Health & Safety course during the life of this agreement the cost of which will be borne by the Company.

15.08 All Health and Safety training will be mandatory.

## **Article XVI**

### **BULLETIN BOARDS**

16.01 (a) The Company agrees that the Committees may use the Notice Board in the Plant for the purpose of calling Union Meetings, recreational, social activities and results of elections.

(b) The Management reserves the right to remove any notice that has been on the Board for over ten (10) days, providing it is after the date of the event.

## **Article XVII**

### **WAGES**

17.01 The present schedule of wages being paid by the Company as outlined in Appendix "A", "B" and "C" of this Agreement shall be maintained for the duration of this Agreement, unless changed by agreement between the Company and the Union.

17.02 The wages and hours of work agreed upon at the signing of this Agreement shall remain in effect during the life of this Agreement.

17.03 There shall be no change made on the employee's time card or folder without his/her knowledge. Allowances authorized by the foreperson are to be entered daily or on some other basis agreed upon between the Company and the Union and the time card or folder shall be kept in an accessible place for employee reference.

## **Article XVIII**

### **HOURS OF WORK**

18.01 The regular work week consists of forty (40) hours being comprised of eight (8) hours per day, Monday through Friday inclusive and shall not be construed as a guarantee of hours of work per day, per week or as days per week.

18.02 Regular day shift workers will work between the hours of 7 a.m. and 3:30 p.m. and 12:00 Noon with a lunch period of thirty (30) minutes without pay from Monday to Friday inclusive.

18.03 Regular second shift workers will work between the hours of 3:30 p.m. and 12 Midnight with a lunch period of thirty (30) minutes without pay from Monday to Friday inclusive.

18.04 When the Company requires a three (3) shift operation for production, such shift shall comprise of eight (8) hours per day with a twenty (20) minute paid lunch period. It is recognized that the Company has and must schedule special shifts to operate efficiently. The Plant Chairperson will be notified prior to implementing any changes in shift schedules.

18.05 These hours do not include watchmen who are covered under Clause 20.03.

(a) In the event a weekend worker shift is necessary, employees can be scheduled to work two (2) twelve (12) hour shifts on Sunday and Saturday with a twenty (20) minute lunch period paid by the Company. If two crews are working, the shifts will rotate each two (2) weeks. In the case of single crews, the normal designation shall be the 7 a.m. to 7 p.m. shift.

(b) The pay period runs from Sunday to Saturday. Pay will be twenty

(20) hours pay per twelve (12) hour shift worked (ie., 40 hours pay per calendar week). The rate of pay will consist of the base rate plus COLA.

(c) Third shift premium shall apply to the first 8 hours of the 11 p.m. to 11 a.m. shift. Second shift premium shall apply to the last 8 hours of the 11 a.m. to 11 p.m. shift. In the case of one shift (7 a.m. to 7 p.m.) the second shift premium shall apply to the last 4 hours of the shift.

(d) Break and wash up period remain as per the applicable provisions of the Collective Agreement.

(e) In application of the benefit package, the three (3) day waiting period for S & A shall be considered as the first twelve (12) hour shift missed. The benefit level shall be one-half of the regular weekly benefit for each subsequent twelve (12) hour shift missed. In the case of accident or hospitalization, one-half of the present weekly benefit shall apply for the first shift missed.

Regarding Bereavement Pay, if the three (3) day leave provision involves a Sunday and/or Saturday, then the Company will pay the normal rate (20 hours pay) for the Sunday and/or Saturday involved. Otherwise, bereavement from Monday to Friday will be as per the Collective Agreement.

Regarding Jury Duty, if pay is lost then the Company will make up the lost pay as outlined in Article 29.

Regarding the Pension Plan, hours will be calculated as hours paid instead of hours worked.

Regarding calculating payments to the PEL Fund or Legal Services Plan, each 12 hour shift will equate to 20 hours.

(f) Reporting Allowance - The application of Article 23 shall be six (6) hours for weekend workers or if no work is available ten (10) hours pay at his/her base rate.

(g) Paid Holidays and Option Days - The employees who qualify shall receive the holiday pay without additional time off.

(h) One (1) weekend (24 hours) to equal one (1) week of vacation.

(i) Weekend replacements to be filled within the normal overtime provisions of the Collective Agreement.

(j) It is recognized by the Company and the Union that difficulties could emerge which have not been considered. In such cases, it is the intent of both parties to be flexible with the objective of finding the best solution considering the practical realities of both employee and Company needs.

**Article XIX**

**SHIFT PREMIUM**

19.01 The Company agrees to pay a second shift premium of sixty-five (65c) cents per hour and a third shift premium of eighty (80c) cents per hour.

**Article XX**

**OVERTIME**

20.01 All work performed in excess of the work day, in any event on Saturday and paid holidays, shall be paid for at 50% above the rate of pay the employee earns.

20.02 All work performed on Sundays shall be paid for at 100% above the rate of pay the employee earns.

20.03 Exceptions to this overtime rule are watchmen who will be paid as per wage schedule. Regular hours for full time watchmen are:

SHIFT "A"

Sunday	7:00	P.M.	-	Monday	7:00	A.M.
Thursday	4:00	P.M.	-	12	Midnight.	
Friday	11:00	P.M.	-	Saturday	7:00	A.M.
Saturday	7:00	P.M.	-	Sunday	7:00	A.M.

SHIFT "B"

Sunday	7:00	A.M.	-	7:00	P.M.
Monday	Noon		-	8:00	P.M.
Tuesday	Noon		-	8:00	P.M.
Saturday	7:00	A.M.	-	7:00	P.M.

20.04 (a) The Company reserves the right to transfer employees from one shift to another to ensure an adequate number of employees are available to operate such shifts.

(b) When this becomes necessary the employee(s) with the least seniority in the classification affected shall be transferred, provided the employee(s) transferred can perform the work to which he or she is being transferred.

(c) Reasons contrary to the above paragraph shall be discussed with the Plant Chairperson.

20.05 (a) The Company agrees to equalize all overtime work among the group usually performing such work. When daily overtime is required, such overtime will be divided among the group on shift with lowest hours (and greater seniority if hours are equal).

(b) In no case will the Company be under obligation to offer overtime to an employee who is not capable of performing the work required.

(c) Premium overtime (Saturday, Sunday & holidays) shall be used to equalize both daily and premium overtime among the group regardless of shift. (ie: Lowest hours in the group and greater seniority if hours are equal.).

(d) At the end of a calendar year, all hours worked in excess of the lowest employee in the group in overtime hours will be charged into the new year. The lowest employee will return to zero.

(e) An employee working in a group referred to in this Clause 20.05 shall not be included for purposes of overtime equalization until he/she has acquired seniority in the classification in accordance with the terms of the Collective Agreement.

(f) During the period which the employee may be in the classification but not yet holding permanent status in the classification, he/she will only be entitled to share in the overtime in the group from which he/she transferred.

(g) Overtime entitlement in the classification to which he/she transferred (but which he/she does not have permanent status in) will only be offered after all other entitled employees have been offered such overtime.

(h) If, under these circumstances, such new employee to the group does work overtime in the new group, those overtime hours will be charged to his/her accumulated overtime in the group from which he/she was moved.

(i) Upon acquiring seniority in said new department under the provisions of Article 13.07, the employee will be charged with the average amount of overtime of his/her new group.

(j) Employees in a group who would ordinarily be asked to work overtime and refuse or are otherwise unavailable for overtime, such hours will be charged as hours worked.

(k) Disputes arising in connection with overtime equalization or distribution must be raised as provided for in the Grievance Procedure.

(l) Accumulative overtime records will be posted weekly.

(m) The above paragraphs on overtime equalization will cover all situations including temporary transfers.

(n) Except in cases of emergency, employees asked to work shift extension overtime after four (4) hours into his/her shift and refuses, such employee will not be charged with the overtime hours

required.

If an employee is called to come into work early with less than four (4) hours remaining before the start of the employee's shift and he/she refuses, they will not be charged the overtime hours required.

(o) Any employee who is asked to work Saturday, Sunday, or Paid Holiday after 6:00 a.m. for a midnight shift worker, 2:00 p.m. for a day shift worker, or 10:00 p.m. for an afternoon shift worker on the second last regular shift of the week and refuses, such employee will not be charged unless such overtime was of an emergency nature.

(p) Employees recalled to their classification as provided for in 14.01 (d) will be offered overtime after all other entitled employees have been offered such overtime. Those overtime hours will be charged to his/her accumulated overtime in the group from which he/she moved.

(q) Employees recalled to their classification as provided for in 14.01 (e) will become a member of the group and enter at the average overtime hours of the group. If later transferred to another group he/she shall enter that group at the average of such.

(r) In accounting for Sunday overtime, a factor of 1.3334 will be applied to all clock hours worked on Sunday to the extent that such hours are not part of the regular shift hours.

20.06 Overtime records will be posted each week and a copy given to the Plant Chairperson.

20.07 When five (5) or more employees are required to work overtime on any shift, the committeeperson responsible for representation of that zone will be one of the employees offered overtime work provided he/she is able and willing to do the work available. In the absence of the Committeeperson, the Plant Chairperson may act on his/her behalf.

## **Article XXI**

### **VACATION PLAN**

21.01 (a) The Company will make every effort to close the plant for a two (2) week period to allow employees to plan two (2) weeks of their annual vacation in advance and to accommodate customer requirements. The Company will post a notice each year by February 14 advising employees of the tentative vacation shutdown.

The Company will notify the Union by February 1st, of the tentative summer shutdown, for full discussion on dates and workload.

(b) Any employee scheduled to work during this shutdown period or employees lacking the seniority to qualify for a full two (2) weeks at this time or employees desiring a vacation period at other times between January 1st and December 31st of the calendar year will submit

vacation requests between January 1st and the end of February for times other than the shutdown period.

(c) Selection of employees for such vacation during the period of January 1st to March 15th will be on a first come first serve basis. Employees who have submitted vacation requests prior to the end of February deadline for vacations between March 15th and December 31st will be granted in line with departmental seniority.

(d) The Company agrees to allow employees to change one (1) week of their vacation entitlement provided it is mutually agreeable between the Company and the Union.

21.02 (a) Employees who are entitled to more than two (2) weeks annual vacation will have the balance of such vacation scheduled and completed by December 31st of the calendar year.

(b) Any employee who fails to indicate a desired date by the end of February will be scheduled for such vacation without regard to seniority.

21.03 Employees will be paid on their earnings for the year ending June 30 on the following basis:

Up to 1 year's service - 4% of employee's year's earnings.

1 year to 3 years' service - 4% of employee's year's earnings  
- 2 weeks vacation.

3 years' to 5 years' service - 5% of employee's year's earnings  
- 2 weeks vacation - 1 week optional.

5 years' to 10 years' service - 6% of employee's year's earnings  
- 3 weeks vacation.

10 years' to 15 years' service - 7% of employee's year's earnings  
- 3 weeks vacation - 1 week optional.

15 years' to 20 years' service - 8% of employee's year's earnings  
- 4 weeks vacation.

20 years' to 25 years' service - 9% of employee's year's earnings  
- 4 weeks vacation - 1 week optional.

Over 25 years' service - 10% of employee's year's earnings  
- 5 weeks vacation.

21.04 Employees must take their entitled vacation each year. An exception to this provision will apply to any employee who works less than three (3) months (and is not eligible for a Vacation Allowance Credit). Such employee may waive any of his/her vacation entitlement (in one week blocks).

Employees waiving vacation entitlement must inform their supervisor in writing of his/her intention to waive their vacation entitlement(s).

21.05 (a) When a Paid Holiday as outlined in Article XXII falls within an employee's scheduled vacation, he/she will be given an additional day for such Paid Holiday at the end of such scheduled vacation.

(b) Employees can request such holiday be moved to the last working day preceding such vacation. Such requests will be granted by the Company if manpower permits.

#### **Vacation Allowance Credit**

21.06 Where an employee has been on Workers' Compensation or Sickness and Accident Benefits but has worked three (3) or more months he/she will be entitled to receive a vacation allowance credit for a period on Workers' Compensation or Sickness and Accident according to the following formula:

(1) Earnings will be calculated, for the period of disability, based on his/her average weekly rate on the last full week he/she worked



(less overtime).

(2) Those average earnings shall be multiplied by the number of full weeks lost and multiplied by the applicable vacation percentage.

### **Article XXII**

#### **HOLIDAYS**

22.01 Paid Holidays are as follows:

#### **1st year 1999 2000 (14)**

Good Friday	- April 2, 1999
Friday prior to Victoria Day	- May 21, 1999
Victoria Day	- May 24, 1999
Canada Day	- July 2, 1999
Civic Holiday	- August 2, 1999
Labour Day	- September 6, 1999
Thanksgiving Day	- October 11, 1999
Christmas Holiday	- December 24, 1999
Christmas Holiday	- December 27, 1999
Christmas Holiday	- December 28, 1999
Christmas Holiday	- December 29, 1999
Christmas Holiday	- December 30, 1999
Christmas Holiday	- December 31, 1999
* Christmas Holiday	- January 3, 2000

#### **2nd Year 2000 - 2001 (14)**

Good Friday	- April 21, 2000
Friday prior to Victoria Day	- May 19, 2000
Victoria Day	- May 22, 2000
Canada Day	- June 30, 2000
Civic Holiday	- August 7, 2000
Labour Day	- September 4, 2000
Thanksgiving Day	- October 9, 2000
Christmas Holiday	- December 25, 2000
Christmas Holiday	- December 26, 2000
Christmas Holiday	- December 27, 2000
Christmas Holiday	- December 28, 2000
Christmas Holiday	- December 29, 2000
Christmas Holiday	- January 1, 2001
Christmas Holiday	- January 2, 2001

#### **3rd Year 2001 - 2002 (15)**

Good Friday	- April 13, 2001
Friday prior to Victoria Day	- May 18, 2001
Victoria Day	- May 21, 2001
Canada Day	- June 29, 2001

Civic Holiday	- August 6, 2001
Labour Day	- September 3, 2001
Thanksgiving Day	- October 8, 2001
Christmas Holiday	- December 24, 2001
Christmas Holiday	- December 25, 2001
Christmas Holiday	- December 26, 2001
Christmas Holiday	- December 27, 2001
Christmas Holiday	- December 28, 2001
Christmas Holiday	- December 31, 2001
Christmas Holiday	- January 1, 2002
* Christmas Holiday	- January 2, 2002

\* non-recurring holiday for the life of the agreement.

If Heritage Day (Canada Day) is proclaimed as a holiday, the Civic Holiday where specified above, shall be cancelled.

22.02 (a) All employees with seniority covered by this Agreement, shall be paid for the holidays as outlined in Clause 22.01 at their regular hourly rate, excluding overtime, established by the pay period the employee worked immediately preceding the holiday.

(b) In the event of the above paid holiday falls on a Saturday or Sunday, the following Monday will be observed as the holiday or another day by mutual agreement unless decreed otherwise by the Government legislation.

22.03 (a) Qualifications for payment are that such employees must work the full shift hours the working day preceding and immediately following any such holiday, unless he/she has a justifiable excuse for failing to do so.

(b) Where an employee misses one (1) qualifying day during the Christmas Shutdown he/she will be ineligible for one (1) paid holiday, if both qualifying days are missed for the Christmas Shutdown, he/she shall then forfeit two (2) paid holidays for that period and shall be paid for the remaining holidays.

22.04 (a) In the case of certified illness or leave of absence for Union Business, an employee will receive full paid holiday pay if he/she is absent from the plant for a period not exceeding thirty (30) calendar days inclusive of the paid holiday.

(b) Where an employee is on Workers' Compensation Benefit and is also eligible for holiday pay, such combined total pay shall not exceed 100% of the employee's regular pay for forty (40) hours in his/her regular work week.

22.05 For any time worked on the above paid holidays, he/she shall be paid at the rate of time and one-half plus normal holiday pay.

22.06 For the purpose of this Agreement, and for night shift workers the shift commencing on the evening of the holiday shall be recognized

as the holiday shift for which any overtime rates will apply, and not the shift commencing on the evening before the holiday.

22.07 After an employee attains seniority, he/she will be paid retroactively for all holidays which occurred during his/her probationary period provided he/she qualified in accordance with Clause 22.03 and will be paid on his/her next regular pay period.

#### **BIRTHDAY OPTION**

22.08 (a) Employees will be provided with one (1) option birthday during each year of this Agreement and shall be paid eight (8) hours for such day at their regular hourly rate (excluding shift premium and overtime).

(b) Such birthday may be taken as time off with pay or at the employee's option may be worked thus providing the employee with an extra eight (8) hours pay for that day.

(c) If the employee's birth date is a Saturday, the employee's option day will be the prior Friday.

(d) If the employee's birth date is a Sunday, the employee's option day will be the following Monday.

(e) In order for employees to qualify for such days, the following requirements must be met:

(1) The employee must have one (1) year's seniority as of the date of his/her birthday. In the case of "Preferential Hires" this provision will be waived.

(2) The employee will be required to notify the Personnel Department on forms provided by the Company if the employee desires to take his/her birthday as a day off.

(3) The written notification must be submitted seven (7) working days in advance of the option to take the day off.

(4) If the employee takes their birthday off without proper notification as specified above, the employee will forfeit the pay he/she normally would have received had he/she properly exercised his/her option.

(5) A seniority employee absent without a justifiable excuse on either the day before or the day after a scheduled birthday shall be ineligible to receive pay for that option birthday.

(6) Seniority employees must be on the active payroll in order to be eligible to exercise their rights for option birthdays in accordance with the above procedure.

(7) An employee who is called in to work on his/her birthday and

who works shall receive pay as provided in Article XXII, Section 22.02 of this Agreement, for the hours worked in addition to his/her pay for the option birthday.

(8) If an employee's birthday is on a paid holiday that falls on a Friday, the employee's option day will be Thursday. If an employee's birthday is on a paid holiday that falls on a Monday, the employee's option day will be a Tuesday.

(9) Where the provisions of this plan create new problems in administration, the local parties will make a good faith effort to agree upon any required changes to resolve such problems.

(10) A "birthday" occurring during the Christmas Shutdown or Vacation Shutdown will be paid without option at the appropriate rate provided under this birthday option plan.

### **Article XXIII**

#### **REPORTING ALLOWANCE**

23.01 If an employee reports for work on a regular shift without having been notified previously not to report he/she shall be given the full shift hours or if full shift hours are not available he/she shall be offered four (4) hours work, or if no work is available four (4) hours pay. If he/she refuses the job offered, he/she will not be paid for time not worked.

23.02 This section shall not apply in cases of emergency such as: tornado, flood, snow storm, fire, breakdown in the supply of electric power to the Company plant, activity of enemy agents or interference with the activity of feeder plant or suppliers of materials because of any of the foregoing or any labour dispute, or insufficient help on which to operate.

### **Article XXIV**

#### **INJURY ALLOWANCE**

24.01 An employee injured on the job shall be paid at day rates for the balance of his/her scheduled shift on which the injury occurred, or on the first occasion only on a subsequent shift, if as a result of such injury the employee is sent home or to an outside hospital by instructions of the attending medical officer or the Company's first aid attendant.

24.02 Notwithstanding their position on the seniority list, employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment and who are physically handicapped as a result thereof, will be given such suitable employment by the Company as is available, providing that the normal application of seniority is not violated.

## **Article XXV**

### **REST PERIODS**

25.01 (a) Employees shall be allowed a rest period of ten (10) minutes each half shift.

(b) There will be a ten (10) minute paid rest period immediately prior to the commencement of overtime at the end of a regular scheduled shift, provided the overtime will be at least two (2) hours in duration.

## **Article XXVI**

### **WASH-UP PERIOD**

26.01 The Company will allow a period of five (5) minutes for the purpose of washing up and putting away tools immediately prior to the end of each half shift. In lieu of the five (5) minute wash-up period at the end of the regular shift, the employee shall take such wash-up period at the conclusion of his/her overtime assignment.

## **Article XXVII**

### **INSURANCE, HEALTH & MEDICAL BENEFITS**

27.01 Exhibit "C" which forms part of this Agreement contains the insurance program for employees and their eligible dependants.

## **Article XXVIII**

### **BEREAVEMENT PAY**

28.01 (a) In the event of a death in the immediate family of the employee (father, mother, step-parents, current spouse or common-law spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, step brother, step sister, grandparents, grandchildren, parents/stepparents of his/her current spouse, brother or sister of his/her current spouse, stepchildren, stepparents and half brothers and half sisters), he/she will be permitted time off duty with pay at day rate, provided the employee is able to and does attend the funeral.

(b) The length of such absence with pay shall be up to, but not exceeding three (3) working days (one (1) working day in the case of a grandparent of the employee's current spouse or your brother-in-law/sister-in-law) providing the employee has worked for the Company for thirty (30) days.

(c) Payment for such bereavement leave shall not exceed eight (8)

hours pay for each day of entitlement.

28.02 If an employee has a death in the immediate family as outlined above in Clause 28.01 and the death occurs outside the Province of Ontario and he/she is unable to attend the funeral he/she will be granted up to three(3) days bereavement as provided for in 28.01 (b), with full pay.

## **Article XXIX**

### **JURY DUTY**

29.01 Any employee with seniority who is called to and reports for Jury Duty or Subpoenaed Witness shall be paid the differences between the Statutory pay for such duty and the employees regular hourly rate.

29.02 When called as a Juror or Subpoenaed Witness, the employee must advise the Company at once.

29.03 The Company's obligation to pay an employee for Jury Duty shall not exceed eight (8) hours pay for each day of entitlement.

## **Article XXX**

### **COST OF LIVING ALLOWANCE**

30.01 With regard to employees covered by this Agreement, effective February 1, 1999 sixty (\$0.60) cents shall be added to and become part of the occupational rate of each classification in effect on the date, leaving an sixty (\$0.60) cent float.

30.02 (a) All employees in the Bargaining Unit covered by this Agreement shall be subject to the following cost of living formula determining the cost of living allowance as set forth below for all hours worked.

(b) A table will be established outlining the Consumer Price Index Change.

30.03 (a) First adjustment in cost of living allowance will be March 1999. The March 1999 adjustment shall be based on the amount of C.P.I. three (3) month average for November and December 1998 and January 1999 exceeding the C.P.I. three (3) month average for August, September and October 1998. Thereafter, adjustments will be based as provided for in Article 30.04 below.

(b) Adjustments will be made in accordance with the 1981 C.P.I.  
.125 = 1c.

30.04 Effective Date of Adjustment, Based on Statistics Canada

First Pay Period Beginning on or After	Consumer Price Index Average For The Following Three Months:
June 15, 1999, 2000, 2001	February, March & April
September 15, 1999, 2000 and 2001	May, June and July
December 15, 1999 and 2000	August, September & October
March 15, 2000 and 2001	November, December & January

30.05 The amount of any cost of living allowance in effect at the time shall be included in computing holiday pay, call-in pay, jury duty pay, bereavement pay and vacation pay.

30.06 In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in Clauses 30.03 and 30.04, an adjustment in the allowance required by such appropriate Index shall be effective at the beginning of the first pay period after the Index has been officially published.

30.07 No adjustments, retroactive or otherwise, shall be made due to any revisions that may later be made in the published figures for the Statistics Canada Consumer Price Index for any month on the basis of which the allowance has been determined.

30.08 The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly indexes published by Statistics Canada in its present form and calculated on the same basis as the indexes for January, 1999 unless otherwise agreed upon by the parties. If such agency changes the form or basis of calculating its Consumer Price Index, and such index is required to determine the Cost of Living Allowance pursuant to the provisions of this Agreement, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the index for February, 1999. If Statistics Canada cannot supply an index as above, the parties will meet to negotiate an equitable manner for consideration for the remaining C.O.L.A.

30.09 Payment of cost of living will be included in the employee's regular pay cheque in amounts as provided for in the foregoing determination.

30.10 Starting with the March 1999 COLA quarter, the Company will permanently retain one (1c) cent per quarter until eleven (11c) is attained.

## Article XXXI

**MOVING ALLOWANCE**

31.01 In the event, the Company elects to move a department, or departments, or the entire plant to a new location, which results in the laying off of seniority employees, employees who are out of work as a result of such transfer may, within thirty (30) days, elect to be transferred to the new plant and shall carry with them their seniority and seniority rights and fringe benefits, including S.U.B., Pensions, Life Insurance, Medical Coverage, Hospitalization, Sick and Accident Benefits, paid holidays as outlined in Article XXII and vacation with pay to the new plant for the life of this Collective Agreement which expires February 1, 2002.

31.02 An employee whose seniority is transferred after February 1, 1996 to the new location will be paid a Moving Allowance provided that:

- a) The plant to which the employee is to be relocated is at least eighty (80) kilometers from the plant from which the seniority was transferred, and
- b) as a result of such relocation, he/she changes his/her permanent residence, and
- c) He/she makes application within six (6) months after assuming his/her new permanent residence in the area of this plant to which he/she was relocated in accordance with the procedures established by the Company.

31.03 The amount of Moving Allowance will be determined as follows:

Kilometers Moving Allowance Amount Between Plants

	Single Employees	Married Employees
80 - 159.....	\$ 800	\$1600
160 - 479.....	\$ 850	\$1750
480 - 799.....	\$ 950	\$1850
800 - 1599.....	\$1100	\$2200
1,600 or more.....	\$1275	\$2500

31.04 In the event an employee who is eligible to receive a Moving Allowance under these provisions is also eligible to receive a Moving Allowance or its equivalent under any present or future Federal or



Provincial legislation, the amount of Moving Allowance provided, when added to the amount of Moving Allowance provided by such legislation shall not exceed the maximum amount of the Moving Allowance the employee is eligible to receive under the provisions of this paragraph.

31.05 Only one Moving Allowance will be paid where more than one member of a family living in the same residence are relocated.

## **Article XXXII**

### **CALL IN/CALL BACK PAY**

32.01 Employees who are called in, or called back to work after leaving the premises of the Company at the completion of their normal shift to work outside of regular hours in order to meet emergency conditions, will receive whichever is the greater of the following:

- (a) Three (3) hours at straight time
- (b) One and one half ( 1 1/2) straight time (double time on Sundays) for all hours worked.

This clause will not apply to shift extension overtime.

## Article XXXIII

### SKILLED TRADES

All employees classified in the Skilled Trades Department are subject to all the provisions of the Collective Agreement except as specifically provided in the Skilled Trades Section.

33.01 (a) Skilled trades for the purpose of this Agreement shall be composed of the following trade classifications:

- Electrician
- Licensed Mechanic
- Machine Repairer
- Millwright
- Pattern Repair

(b) In the event of the introduction of new classifications in the Skilled Trades Group, the Company will notify the Union of the establishment of the classification. In the event of a dispute the Union may refer the dispute through the Grievance Procedure.

33.02 Seniority in the Skilled Trades Department shall be by skilled trades classification within the department. Seniority lists shall be by the trades classification or group.

33.03 (a) Employees presently working in the classification, listed in 33.01 (a), shall have their total seniority apply in their trade classification or group (as of February 1, 1978).

(b) Future employees entering the trades classification shall have "date of entry" seniority.

33.04 (a) Production workers will not carry seniority into the trades or classifications listed under Clause 33.01 (a) nor will skilled trades workers exercise seniority in production or non-production groups except where a classification listed under 33.01 (a) is discontinued or eliminated.

(b) Such employee will then exercise his/her total Company seniority for the purpose of displacing a junior employee in the classification for which he/she is qualified, or shall exercise all of his/her Company seniority in the general production, or non-production groups under this Agreement.

(c) Should a skilled trades employee become medically unfit and unable to follow his/her skilled trades both the Company and the Union will co-operate in endeavouring to place such employee on a job he/she is capable of performing. However, if placed in a nonskilled classification he/she shall then forfeit all skilled trades rights within the skilled trades.

33.05 The term "journeyman/woman" as used in this Agreement shall

mean any person:

(a) who presently holds a journeyman/woman's classification in a skilled trades occupation or

(b) who has served a bona-fide apprenticeship of four (4) years - 8,000 hours and holds a certificate which substantiates his/her claim of such services, or

(c) who has eight (8) years of practical experience in the skilled trades classification in which he/she claims journeyman/woman's designation and can prove same. A U.A.W. or C.A.W. Journey-man/woman's card will be accepted as proof.

(d) Proof of journeyman/woman status will be shown to the Skilled Trades Committeeperson prior to a journeyman/woman's hiring.

33.06 Any further employment in the skilled trades occupation, after signing of this Agreement, shall be limited to journeymen/women.

33.07 (a) During any period when journeymen/women are unavailable, it is agreed that non-journeymen/women employees whose duties shall be to assist journeymen/women may be hired or reclassified on a temporary basis to supplement the work force in a skilled trades classification and shall be known as a supplemental employee for present employees and new supplemental employees for new hire.

(b) Vacancies for supplemental help which will be for fifteen (15) days or more will be posted.

(c) The opportunity to work as a supplemental employee shall be offered first to seniority employees, who have proven their ability to the Company through relative experience, second to any laid off employee with seniority who have proven their ability to the Company through relative experience. If there are no laid off employees eligible, new employees may be hired on a temporary basis.

(d) When a journeyman/woman becomes available either by hire or transfer in a skilled classification to which a supplemental employee has been assigned, such journeyman/woman will replace the supplemental employee who shall then be returned to his/her original department.

(e) A supplemental employee shall not accumulate seniority within the skilled trades classification, but shall accumulate plant-wide seniority to return to his/her former job, or to apply for vacancies in the plant as provided elsewhere in this Agreement.

(f) Supplemental employee shall receive ten (10c) cents per hour below journeyman/woman's wage rate of the classification or trade.

(g) When a vacancy exists in the Pattern Repair Classification, such vacancy will be posted as "Supplemental Pattern Repair".

(h) Applicants will be selected as provided for in Articles 13.04 to 13.06 inclusive.

(i) After twenty-five (25) working days such employee will relinquish all claim to overtime rights in the production group and will assume the highest overtime in the Pattern Repair Group and be equalized as provided for in Article 33.15.

(j) In the event of a reduction in work force from the Pattern Shop, "Supplemental Pattern Repair" employees will be laid off first and exercise seniority in the production group.

33.08 In the event of an increase or decrease in the work force in any skilled trades group or classification as designated in Clause 33.01 (a) the following procedure shall apply:

a) First supplemental, second probationary employees will be laid off from their skilled trades classification or group.

b) If any further employees are to be reduced from any skilled classification as listed in Clause 33.01 (a), such employees will be laid off or transferred in order of their seniority from such skilled trades classification or group.

It is understood that on the application of seniority within a seniority group the employee must be qualified as per Clause 33.05.

c) Employees affected by a layoff or cut-back in manpower as per (a) and (b) above shall be offered preferential employment over new hires.

d) Journeymen/women hired after an Apprentice is hired shall be laid off before the Apprentice.

#### **INVERSE SENIORITY**

e) Upon mutual agreement between the Company and the Union the parties may enter into an agreement applying the concept of inverse seniority on layoffs.

f) The application is intended to cover layoffs of a limited and known duration.

g) When a circumstance arises that appears to fit the concept the Company and the Union will promptly and jointly determine if the Inverse Seniority provisions will apply.

#### **CONSIDERATIONS AND APPLICATION**

h) The layoff must be for a definite period of time and of limited duration.

i) Employees will be laid off and recalled under the terms of the

inverse seniority provisions by classification as determined by the Company and the Union.

j) It is expressly understood that no provision exists which would allow an employee (who exercised an option of being laid off under these provisions) to return to work to be replaced on layoff by another employee during the pre-determined period of layoff.

k) It is further understood that no employee laid off under these provisions will be allowed to return to work simply as a result of exhaustion of or disqualification from Unemployment Insurance Benefits or Company provided Supplemental Unemployment Benefits.

l) Nothing in the foregoing shall preclude the Company from recalling an employee prior to the exhaustion of the limited/pre-determined layoff period.

m) If during the limited/pre-determined period of layoff it is determined that the layoff needs to be extended for any reason, and further provided that the parties agree to simultaneously extend these inverse seniority provisions will be canvassed to determine if they wish to continue on layoff. If the laid off employee decides that he/she wishes to continue on layoff for an extended time, they will be so permitted. If they choose to return, they will be so permitted and employees from the bottom of the seniority list will be laid off in the traditional manner.

33.09 Recalls shall be made in reverse order of layoffs.

33.10 Promotions or transfers to higher paid or better jobs with equal pay within a skilled trade shall be based on the qualifications necessary as a journeyman/woman for such jobs. When these factors are equal the employee with the greatest seniority will be given preference.

33.11 (a) A lead hand of skilled trades employees shall be defined as one who is a skilled trades employee, who while engaged in his/her regular skilled trades occupation, leads or processes the work of two or more employees;

(b) Only a journeyman/woman shall be considered as a lead hand in his/her respective trade, on the understanding that this does not prohibit such lead hand from leading other skilled trades group.

(c) The rates for lead hands of skilled trades employees shall be as follows:

(i) .15c per hour when working with a Foreperson at work.

(ii) .25c per hour when working without a Foreperson at work.

33.12 (a) The Company agrees to provide a theft insurance policy to cover recognized tools of the trades for skilled trades employees up

to a lifetime maximum of \$5,000.00 with no deductible. Each employee will submit a list of tools to the Personnel Office.

(b) Tools which are owned by the skilled tradesmen/women and which list of tools have been submitted to the Personnel Department, the Company agrees to replace these tools if they become broken in the performance of work for the Company.

(c) In replacing tools under these provisions, the Company will follow a policy that tools of comparable cost and quality will be purchased.

(d) When metric tools and calibrated measuring instruments are required the Company will make such tools and measuring instruments available for skilled trades employees in the performance of their work. Such tools will be available in the stockroom and charged out to skilled trades employees when they have need for them.

(e) This does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties except as provided in the foregoing paragraph.

(f) The Company will make available through payroll deduction the purchase of new tools (related to the trade) in accordance with Company policy.

33.13 All work performed in the skilled trades shall be done by employees who are covered by classification and rates as outlined in this Agreement between the Company and the Union.

Notwithstanding the above paragraph, it is understood, that if there is not sufficient work to keep an employee listed under Clause 33.01 (a) gainfully occupied at his/her own work for eight (8) hours per day, he/she will be permitted to assist any other employee listed under 33.01 (a) until such time as there is work available to him/her in his/her own classification. This, however, does not change the seniority provisions under 33.02.

33.14 Company will extend advanced training to cover technological advances that have taken place within his/her skilled trades classification as applicable in the Eureka Foundry Plant, Woodstock, Ontario.

33.15 (a) All overtime is to be on a voluntary basis and is to be equalized to those employees within the classifications required to work. When daily overtime is required, such overtime will be divided among the group on shift with lowest hours (and greater seniority if hours are equal).

(b) Daily shift extension overtime of two (2) hours or less will be

assigned to the employee who was working on the project which gave rise to the overtime at shift end notwithstanding their position on the overtime equalization record. The Company will supply a list of employees working to the Committeeperson of the department and the Company will maintain a record of all overtime in the department. (For the purpose of this article, "project" shall mean any emergency breakdown and the customary Friday night Osborn run-off.)

(c) Notwithstanding the above, if the employees necessary to perform necessary overtime maintenance functions, refuse such overtime, then the employees of skilled trades from the bottom of the seniority list must perform such overtime work.

(d) Premium overtime (Saturday, Sunday and Holidays) shall be used to equalize both daily and premium overtime in the classification regardless of shifts. (ie: lowest hours in the group and greater seniority if hours are equal.)

(i) For the purpose of overtime distribution only, the work week will commence on the first shift Monday and end Sunday at 12:00 Midnight.

(ii) In accounting for Sunday overtime, a factor of 1.3334 will be applied to all clock hours worked on Sunday to the extent that such hours are not part of the regular shift hours.

(e) At the end of the calendar year, all hours worked in excess of the lowest employee in the classification in overtime hours will be charged into the new year. The lowest employee in overtime hours will return to zero.

(f) Employees in a classification who would ordinarily be asked to work overtime and refuse or are otherwise unavailable for overtime, such hours will be charged as hours worked.

(g) Disputes arising in connection with overtime equalization or distribution must be raised as provided for in the Grievance Procedure.

(h) Accumulative overtime records will be posted weekly, and a copy will be given to the Plant Chairperson.

(i) When five or more employees are required to work overtime on any shift, the Committeeperson responsible for representation of that zone will be one of the employees offered overtime work provided he/she is able and willing to do the work available. In the absence of the Committeeperson, the Plant Chairperson may act on his/her behalf provided he/she is qualified to do the work required.

33.16 (a) Company agrees shifts in the skilled trades will be on a rotating basis unless mutually agreed otherwise.

(b) Employees will be allowed to switch shifts with employees in the

same trade after a minimum of five (5) working days notice is given. Exceptions will be allowed in the case of an extreme emergency.

33.17 "All Skilled Trades" employees covered under Clause 33.01 (a) of this supplemental agreement shall have the amount of one-half (1/2) hours pay per year deducted from their pay in the month of January of each year to be submitted to the Financial Secretary of Local 636, C.A.W., along with a list of names for each deduction.

33.18 Company agrees rates specified in the skilled trades are minimum rates and the Company shall have the right to grant, on employee request, an increase over the rate stated in the schedule of wages - the Union shall be notified of any such increase.

33.19 There shall be no numerical or alphabetical classifications within the skilled trades and equal rates will be paid for all classifications.

33.20 The provisions governing recognition, representation and working conditions peculiar to the skilled trades classifications shall apply to those classifications listed in Clause 33.01 (a).

33.21 No skilled tradesman/woman will be required to repair, weld or adjust any machinery while it is operating, if there is a risk of injury, unless such adjustment is an integral part of such repair while the machinery is in operation.

33.22 In the Skilled Trades Group, if an employee's birthday option falls on a weekend, the employee will be given a choice of taking either the Monday or the Friday provided he/she works one shift on that particular weekend.

## **Article XXXIV**

### **A PROGRAM OF PAID EDUCATION LEAVE**

34.01 The Company agrees to pay into a special fund one cent (1c) 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 are to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the C.A.W. Leadership Training Program, P.O. Box 897, Port Elgin, Ontario, N0H 2C0.

34.02 The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses will be granted a leave of absence without pay for up to 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. It is understood with respect to the number of employees selected for training, that the Company will not be deprived of the skills



necessary to maintain normal production operations. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

## **Article XXXV**

### **PREFERENTIAL HIRING**

35.01 In the event an employee at Eureka Foundry with seniority, is permanently laid off, such employee will be given preference over applicants for employment at the other Woodstock Division operation provided the employee makes written application for preferential hiring within fifteen (15) calendar days from the date of his/her more recent notice of layoff. Application forms for preferential hiring will be attached to each respective lay-off notice.

35.02 Applicants for preferential hiring must meet all of the hiring requirements at the other plant where employment is offered and if hired shall be subject to the provisions of the Collective Bargaining Agreement at that plant.

35.03 Upon recall from the Plant, laid off employees shall have the option of returning to their original plant and all seniority at the secondary plant will be cancelled. If any employee elects to remain at the secondary plant, all seniority accumulated at the original plant will be cancelled. Employees are expected to work out the balance of available time prior to first day of recall.

35.04 An employee who applies for preferential hiring and is offered employment at the other plant must report for work within 5 days from the date he/she is notified that a job is available for him/her. If the employee fails to report for work within such five (5) day period he/she shall not be eligible for further preferential hiring.

Should an employee be working out a notice of lay-off at the other Woodstock location and has applied for preferential hiring at this plant, Management will cooperate to ensure the employee does not lose their employment opportunity simply because he/she is working out such notice.

35.05 Employees accepted for hire under these preferential hiring provisions or the provisions of Article 33.08 (c) will not be subject to the benefit, vacation time, vacation pay and pay reductions which other new hires would be subject to.

## **Article XXXVI**

### **APPENDICES AND PLANS**

36.01 All appendices and exhibits (Non Contributory Pension Plan, Supplemental Unemployment Benefit Plan, Separation Plan, Automatic Short Week Plan and Apprenticeship Plan) form part of this Agreement. It is agreed by both parties to this Agreement that no matter respecting the provisions of these plans or amendments thereto shall be subject to the Grievance Procedure established in this Agreement.

## **ARTICLE XXXVII**

### **TUITION REIMBURSEMENT**

37.01 The Company will reimburse employees to a maximum of one thousand, and five hundred (\$1500.00) for tuition for the successful completion of a course, applicable to his/her current position with the Company or likely to enhance his/her promotional opportunities within the Company, taken on his/her own time to upgrade himself/herself. Such courses must be approved by the Human Resources Department before the employee enrolls for such course to be eligible for this reimbursement.

**ARTICLE XXXVIII**

**DURATION**

38.01 This Agreement shall be in full force and effect from the second day of February 1999 to 11:59 P. M., the first day of February 2001 and shall thereafter continue for a further period of one (1) year thereafter unless not more than ninety (90) days before or after thirty (30) days before the expiration date either party shall give written notice to the other party that it desires revision, modification or termination of this Agreement at its expiration date.

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO SIGNED

For KELSEY-HAYES CANADA LIMITED,  
EUREKA FOUNDRY PLANT:

J. M. Kapin  
L. A. Connoy  
J. C. Truscott

For The National Automobile, Aerospace Transportation and General Workers Union of Canada (C.A.W.-CANADA) Local 636, Woodstock, Ontario

R. Joyal  
B. Carey  
G. Banbury  
A. Shelton  
S. Harvey  
R. Carson  
D. Smithson

DATED AND SIGNED THIS 26<sup>th</sup> DAY OF FEBRUARY 1999.

**WAGE SCHEDULE - APPENDIX "A"**

Effective February 1, 1999

Foundry Labour .....	\$19.07-19.12
Core Delivery.....	19.07-19.12
Grind, Chip and Inspect.....	19.07-19.12
Wheelabrator Operator.....	19.12-19.15
Palletize.....	19.13-19.18
Ladle Liner.....	19.13-19.18
Chief Shipper.....	19.19-19.24
Stockkeeper, Receiver.....	19.39-19.44
Cold Box Coremaker.....	19.54-19.64
Core/Plate Setter.....	19.14-19.24
Hot Hook Up.....	19.26-19.31
Cupola Labour.....	19.35-19.40
Charge Payloader Operator.....	19.33-19.38
Lift Truck Operator.....	19.25-19.30
Audit Inspector.....	19.25-19.30
Iron Pourer.....	19.53
Cupola Tender.....	19.35-19.45
Channel Furnace Operator.....	19.35-19.45
Hot Metal Distribution.....	19.30-19.40
Charge System Operator.....	19.40-19.45
Oiler/Greaser.....	19.50-19.60
Crane Operator.....	19.59-19.69
Osborn Utility Operator.....	20.17-20.27
Pattern Repair.....	22.96-23.06
Licensed Mechanic.....	23.33-23.43
Electrician.....	23.33-23.43
Machine Repairer.....	23.33-23.43
Millwright.....	23.33-23.43

New Hire Rate: With the exception of those classifications listed in Article 33.01 (a), start rate at 80% base rate; add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA payable in addition.

Lead Hands to be paid 15c per hour over regular rates.

Employees reassigned or transferred due to a successful job bid shall receive the lower rate (left column) and shall automatically progress to the top rate in 90 days.

Pattern Repair employees will receive a \$0.37 per hour premium when performing customary Pattern maker duties.

Cupola Labour employees will receive a \$0.25 per hour premium while working on cupola repair.

**WATCHMEN**

Effective February 1, 1999

"A" & "B" Shifts.....\$19.18

For all hours as defined in Clause 20.03.

All hours worked in excess of (forty)40 hours per week, or hours worked outside of the regular shift hours listed in 20.03, will be paid at the applicable overtime rate.

All hours worked on a Holiday as outlined in Article XXII will be paid for as provided therein.

**WAGE SCHEDULE - APPENDIX "B"**

Effective February 6, 2000

Foundry Labour.....	\$19.37-19.42
Core Delivery.....	19.37-19.42
Grind, Chip and Inspect.....	19.37-19.42
Wheelabrator Operator.....	19.42-19.45
Palletize.....	19.43-19.48
Ladle Liner.....	19.43-19.48
Chief Shipper.....	19.49-19.54
Stockkeeper, Receiver.....	19.69-19.74
Cold Box Coremaker.....	19.84-19.94
Core/Plate Setter.....	19.44-19.54
Hot Hook Up.....	19.56-19.61
Cupola Labour.....	19.65-19.70
Charge Payloader Operator.....	19.63-19.68
Lift Truck Operator.....	19.55-19.60
Audit Inspector.....	19.55-19.60
Iron Pourer.....	19.83
Cupola Tender.....	19.65-19.75
Channel Furnace Operator.....	19.65-19.75
Hot Metal Distribution.....	19.60-19.70
Charge System Operator.....	19.70-19.75
Oiler/Greaser.....	19.80-19.90
Crane Operator.....	19.89-19.99
Osborn Utility Operator.....	20.47-20.57
Pattern Repair.....	23.51-23.61
Licensed Mechanic.....	23.88-23.98
Electrician.....	23.88-23.98
Machine Repairer.....	23.88-23.98
Millwright.....	23.88-23.98

New Hire Rate: With the exception of those classifications listed in Article 33.01 (a), start rate at 80% base rate; add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA payable in addition.

Lead Hands to be paid 15c per hour over regular rates.

Employees reassigned or transferred due to a successful job bid shall receive the lower rate (left column) and shall automatically progress to the top rate in 90 days.

Pattern Repair employees will receive a \$0.37 per hour premium when performing customary Pattern maker duties.

Cupola Labour employees will receive a \$0.25 per hour premium while working on cupola repair.

**WATCHMEN**

Effective February 6, 2000

"A" & "B" Shifts.....\$19.48

For all hours as defined in Clause 20.03.

All hours worked in excess of (forty)40 hours per week, or hours worked outside of the regular shift hours listed in 20.03, will be paid at the applicable overtime rate.

All hours worked on a Holiday as outlined in Article XXII will be paid for as provided therein.

**WAGE SCHEDULE - APPENDIX "C"**

Effective February 4, 2001

Foundry Labour.....	\$19.72-19.77
Core Delivery.....	19.72-19.77
Grind, Chip and Inspect.....	19.72-19.77
Wheelabrator Operator.....	19.77-19.80
Palletize.....	19.78-19.83
Ladle Liner.....	19.78-19.83
Chief Shipper.....	19.84-19.89
Stockkeeper, Receiver.....	20.04-20.09
Cold Box Coremaker.....	20.19-20.29
Core/Plate Setter.....	19.79-19.89
Hot Hook Up.....	19.91-19.96
Cupola Labour.....	20.00-20.05
Charge Payloader Operator.....	19.98-20.03
Lift Truck Operator.....	19.90-19.95
Audit Inspector.....	19.90-19.95
Iron Pourer.....	20.18
Cupola Tender.....	20.00-20.10
Channel Furnace Operator.....	20.00-20.10
Hot Metal Distribution.....	19.95-20.05
Charge System Operator.....	20.05-20.10
Oiler/Greaser.....	20.15-20.25
Crane Operator.....	20.24-20.34

Osborn Utility Operator.....	20.82-20.92
Pattern Repair.....	23.86-23.96
Licensed Mechanic.....	24.23-24.33
Electrician.....	24.23-24.33
Machine Repairer.....	24.23-24.33
Millwright.....	24.23-24.33

New Hire Rate: With the exception of those classifications listed in Article 33.01 (a), start rate at 80% base rate; add 5% after every 13 full weeks to reach 100% of base after 52 full weeks; COLA payable in addition.

Lead Hands to be paid 15c per hour over regular rates.

Employees reassigned or transferred due to a successful job bid shall receive the lower rate (left column) and shall automatically progress to the top rate in 90 days.

Pattern Repair employees will receive a \$0.37 per hour premium when performing customary Pattern maker duties.

Cupola Labour employees will receive a \$0.25 per hour premium while working on cupola repair.

**WATCHMEN**

Effective February 4, 2001

"A" & "B" Shifts.....\$19.83

For all hours as defined in Clause 20.03.

All hours worked in excess of (forty) 40 hours per week, or hours worked outside of the regular shift hours listed in 20.03, will be paid at the applicable overtime rate.

All hours worked on a Holiday as outlined in Article XXII will be paid for as provided therein.

## LETTERS OF INTENT

OCTOBER 26, 1995.

The following items have been agreed to between the parties:

Provisions of **Office For Plant Chairperson** as soon as possible, following ratification, the Company will provide an office for the Plant Chairperson. The location to be adjacent to the shipping dock.

The purpose of this office is to provide a private locked facility for safe keeping of the Plant Chairperson's records and/or interviewing employees with work related problems.

The office will contain a desk, two chairs and a file cabinet (with a lock).

The office will have a telephone which will be a private direct outside line. Charges to be billed to the C.A.W., Local 636, Woodstock, by Bell Canada.

The Company agrees to pay the telephone installation charges as well as the local monthly charge. (i.e. All long distance calls to be paid by the C.A.W., Local 636).

It is specifically understood that only the Plant Chairperson or his/her Alternate shall have a key to the office and use of same.

The use of this office to be limited to interviewing employees having work related problems and/or conducting authorized union business.

Further to the above paragraph, it is further understood that the Committeeperson or his/her Alternate may have use of the office to process grievances.

In all cases prior to leaving his/her place of work to use the office, the Plant Chairperson/Committeeperson will obtain approval from his/her foreperson and/or the Manufacturing Manager, Shift Superintendent or Foundry Manager.

J. C. Truscott  
Manager, Human Resources



## LETTERS OF INTENT

**November 6, 1998**

During contract negotiations the Company agreed to supply three (3) pair of sized **coveralls** with elastic waistband, or three (3) sets of shirts and pants (or combination thereof), per year to the following classifications:

- Cupola Repair
- Electrician
- Licensed Mechanic
- Machine Repair
- Millwright
- Oiler/Greaser
- Apprentice
- Charge System Operator
- Ladle Liner
- Maintenance Clean Up

Five (5) pairs of the above coveralls or shirts and pants will be supplied to the Cupola Liner and Cupola Liner Helper.

Employees receiving these clothing items shall be responsible for maintaining, cleaning and repairing of same.

The Company further agrees to supply and maintain six (6) sets of summer coveralls. These items are to cover temporary transfers into the production classifications above and will be available from the stockroom.

J.C. Truscott  
Manager, Human Resources

**OCTOBER 26, 1995**

The Company agrees to supply and maintain five (5) **winter coats** to be used by the maintenance personnel and temporary transfers into the pay-loader/lift truck/melting midnight clean up classifications. These items will be available from the stockroom.

J. C. Truscott  
Manager, Human Resources

**November 6, 1998**

The Company agrees to provide **winter coats** to each of the eight (8) regular payloader/lift truck operators.

Employees receiving these clothing items shall be responsible for maintaining, cleaning and repairing of same.

J.C. Truscott  
Manager, Human Resources

## LETTERS OF INTENT

During negotiations for the 1984-1987 Collective Agreement the Company agreed to implement a **program to help troubled employees** with problems such as drug or alcohol dependence.

B. L. West  
Personnel Manager

During negotiations for the 1984-1987 Collective Agreement the Company agreed to hire two additional employees on the day shift and two additional employees on the afternoon shift who would supplement the work force from mid June to the end of August. The purpose of hiring these added employees is to give **relief to the Hot Hook Up employees and Pourers** on days when high temperatures justify it.

B. L. West  
Personnel Manager

### November 5, 1998

This will confirm the intent of the Company on the following item discussed during the current negotiations:

Safety boots, coveralls/pants, shirts and winter coats that are **damaged from rare or unusual circumstances** will continue to be replaced at no cost to the employee.

J.C. Truscott  
Manager, Human Resources

### September 2, 1992

During negotiations the Company agreed to continue the practice of allowing a minute of silence on the national **Day of Mourning**.

B. L. West  
Manager, Human Resources

### October 29, 1998

The Company agreed to post for one additional full-time **Stockkeeper, Receiver**, with the understanding that the junior Stockkeeper on shift will be transferred as necessary to cover the responsibilities of

Chief Shipper in cases of absence or vacation.

J. C. Truscott  
Manager, Human Resources

LETTER OF UNDERSTANDING  
BETWEEN  
KELSEY-HAYES CANADA LIMITED  
(EUREKA FOUNDRY PLANT)  
WOODSTOCK, ONTARIO

And

NATIONAL AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS UNION  
OF CANADA

(CAW-CANADA) (LOCAL 636)

The Parties to the Collective Agreement agree that when a **stockroom attendant** works Saturday overtime and it decided that a stockroom attendant is required for overtime again on Sunday, then the same attendant who worked Saturday will be the first offered (not withstanding his/her position on the overtime equalization list).

In accounting for Sunday overtime, a factor of 1.334 will be applied to all clock hours worked on Sunday to the extent that such hours are not part of his/her regular shift hours.

B. Carey (Plant Chair)	B. L. West
G. MacDonald	C. Morlog
A. Shelton	J. Kapin
W. Harrison	G. Drake
R. Carson	
J. Stephenson	
J. Flynn (Nat'l. Rep.C.A.W.)	

Dated: January 10, 1990

LETTERS OF INTENT

November 4, 1998

During the 1998 negotiations, the Company and the Union discussed at length and committed to provide an harassment free workplace. Providing fair and equitable treatment for everyone in the workplace is best achieved in an environment where all individuals interact with mutual respect for each other's rights.

To this end, the Company commits to provide a 4 hour **Anti-Harassment training** to be delivered to all committee persons, supervisors, management and employees.

J. C. Truscott  
Manager, Human Resources

## LETTERS OF INTENT

**September 4 1992**

This will confirm the intent of the Company to restrict the **start-up and shutdown of compressor(s)** to skilled trades employees of the bargaining unit.

B. L. West  
Manager, Human Resources

**October 25, 1995**

It is the Company's intent that in the event we revert back to running **reciprocating compressors** on a regular basis, we would utilize the services of the compressor operator of the bargaining unit.

J. C. Truscott  
Manager, Human Resources

**November 6, 1998**

This will confirm the commitment of the Company that should there be a change in the system which permits the accommodation of **weekly union dues**, the Company will so provide such arrangement.

J. C. Truscott  
Manager, Human Resources

**October 19, 1998**

This will confirm the commitment of the Company that it intends to train all affected employees (Skilled Trades and Production Group) insofar as is necessary in **new technology** introduced into the plant.

J. C. Truscott  
Manager, Human Resources

**November 6, 1998**

The Company agrees to establish an ad hoc committee with the Union, to discuss training requirements relative to **new equipment installation**.

J. C. Truscott  
Manager, Human Resources

**LETTER OF UNDERSTANDING**

**September 23, 1992**

This will confirm that for a trial period of one vacation year (January through December 1993) the Company will allow employees the option of designating one (1) week (five days) of their vacation entitlement to be utilized as **Paid Absence**. Paid Absence must be taken in blocks of eight (8) hours and employees must give the Company seven (7) working days notice of the day he/she wishes to take off. The Company reserves the right to restrict the number of employees off on a particular day in order to maintain efficient operations. It is further understood that accommodation of the paid Absence provision may cause a number of transfers.

Pay for the subject days will be included in the employee's regular pay for the week in question and will be deducted from the employee's normal vacation pay distributed in July of 1993.

The parties will meet no later than November of 1993 and determine if the program will be continued.

**FOR THE COMPANY**

B. L. West  
C. Morlog  
C. Brushett

**FOR THE UNION**

B. Carey  
R. Carson  
A. Shelton  
G. MacDonald  
S. Harvey  
D. Smithson  
R. Joyal

**LETTERS OF INTENT**

**October 1, 1992**

We will undertake to review the various and possible solutions to reduce noise in the cleaning room and undertake to implement **noise abatement/containment** as required to achieve significant noise reductions/control, these actions will take place with input and suggestions from the JH & SC, Engineering and Manager within 6 months

of ratification.

B. L. West  
Manager, Human Resources

**October 26, 1998**

The Company agrees to provide 16 hours of **training in Health and Safety** matters over the life of the new agreement (including WHMIS, lock-out, mobile equipment and confined space, as may be applicable to their jobs) to each employee over the life of the new agreement.

J. C. Truscott  
Manager, Human Resources



## LETTERS OF INTENT

November 6, 1998

The following items, not expressly contained in the Collective Agreement, were agreed to between the parties and were renewed during the 1999 negotiations.

1. The company will continue to provide **disposable coveralls** on an "as required" basis to employees who require same for health and safety reasons while working on the Cold Box Core Machine(s). Employees must turn in used coveralls in order to receive replacement coveralls.

2. An apprentice who attends trade school as provided for in the Apprenticeship program will be paid full wages by the Company for any **training allowance(s)** he/she may receive from any government program.

3. The Company will waive the requirement that **E.I. cards** be presented before S.U.B. is paid. Cards, when they become available, must be submitted on a timely basis consistent with the eligibility provisions of the Plan.

4. All **WHMIS training** of current employees to be done on Company time and be presented by Union/Management trainers. Training will comply with applicable regulations.

5. During current negotiations the Company agreed to conduct an open **enrolment for Optional Group Life/Dependent Group Life Insurance.**

In addition, during negotiations for the 1999-2001 Collective Agreement in connection with the **Non-Contributory Pension Plan**, the Company agreed that employees retired under the Plan will receive a **lump sum payment** of \$6.00 times years of credited service to a maximum of \$180.00, payable February 1, 1999, February 1, 2000 and February 1, 2001.

Surviving spouses receiving a benefit under the Plan will receive a **lump sum payment** of \$3.60 times years of credited service to a maximum of \$108.00, payable February 1, 1999, February 1, 2000 and February 1, 2001.

J. C. Truscott  
Manager, Human Resources

## LETTERS OF INTENT

**October 29, 1998**

This letter will confirm the Company's commitment during 1998 negotiations to evaluate all recommendations received from the **Joint Health & Safety, and Ergonomics Committees**, and to implement those which are feasible.

Additionally, the Plant Manager has committed his attendance to those Ergonomic Committee meetings as may be necessary to ensure the positive direction of their recommendations.

J. C. Truscott  
Manager, Human Resources

**October 29, 1998**

This letter will confirm the Company's commitment during 1998 negotiations to provide **workplace specific training** to Certified Members of the Joint Health & Safety Committee, through courses offered by the Workers' Health & Safety Centre.

The Company has a current list of training topics offered, and it will be the responsibility of the J.H.&S.C. to prioritize those modules currently applicable to Eureka Foundry.

It is understood that Committee members have been trained in several of the applicable modules, and that the Company is committed to completing this process based on priority, availability, and feasibility. It is expected that three or four modules might reasonably be completed per year.

J. C. Truscott  
Manager, Human Resources

**October 21, 1998**

At our meeting of October 19, 1998, it was proposed that at the employees' option, the Company **retain vacation pays** for vacations scheduled after July 1<sup>st</sup>. This letter is to confirm that the Company will implement that option.

J. C. Truscott

Manager, Human Resources

## LETTERS OF INTENT

**October 29, 1998**

The parties discussed the potential of change to the **Occupational Health & Safety Act**. The Company advised the Union that in spite of any potential change to the subject Act that, as a Company, LucasVarity, Eureka Foundry had no intention of taking advantage of employees health and safety as it pertains to the current "right to refuse" provisions of the existing legislation.

J. C. Truscott  
Manager, Human Resources

**October 26, 1998**

The Company and the Union agree to provide training in lock-out, confined space, and WHMIS. A condensed four (4) hour **training overview** will be given prior to starting work in the plant. Detailed training will be completed during the probationary period, and may be provided by but not limited to Joint Health & Safety Committee trainers.

J. C. Truscott  
Manager, Human Resources

**October 23, 1995**

During negotiations the Company committed to establish an **Ergonomics Committee** to identify specific ergonomics concerns, and to make recommendations to management.

The Committee will be comprised of bargaining unit employees and representatives of management, and will be established within six (6) months of ratification.

J. C. Truscott  
Manager, Human Resources

**November 6 1998**

The Company agreed to pay a one time **tool allowance** to each skilled trades journeyman in the amount of \$200.00 the week commencing February 1, 1999.

J. C. Truscott  
Manager, Human Resources

## LETTERS OF INTENT

**November 5 1998**

This letter will confirm the Company's policy concerning the performance of maintenance or **trades work** and the circumstances under which it may be **contracted out**.

It is recognized and understood that, at times, and for varying reasons, it is not considered practical or advisable for certain work to be performed in-house.

The Company must, therefore, reserve the right to decide how and by whom any work is to be performed.

This letter is not to be regarded as affecting that right. Provided, however, we have the necessary facilities and equipment and can perform the work required with our own workforce in a manner that is competitive in terms of cost, quality and within projected time limits. It is the policy of the Company to fully utilize it's own employees in the skilled trades classifications in the performance of maintenance and installation of equipment. The Company will provide the Skilled Trades Committee person with 5 days notice whenever possible of outside contracting relating to work which is normally performed by the Skilled Trade workforce.

Plant management shall meet no less than semi-annually with the skilled trades committee person to review projected work loads regarding the installation, maintenance and repair of existing or new equipment.

No bargaining unit skilled trades journeyman/woman with the appropriate skills and ability and who customarily performs the work in question will be indefinitely laid off as a direct and immediate result of work being performed by outside contractors, provided that the Company has the necessary facilities and equipment and the work can be performed by such employees in a competitive manner.

J. C. Truscott  
Manager, Human Resources

**November 6 1998**

The Company agreed to contribute \$0.11 per hour worked to the C.A.W. for the purpose of maintaining a **Legal Services Plan**. The subject Plan covers employees with one or more years of seniority.

J. C. Truscott  
Manager, Human Resources

## **APPENDIX "D"**

### **Article 1**

(a) The term "Company" shall mean the Kelsey-Hayes Canada Limited, Woodstock Division, (Eureka Foundry Plant).

(b) The term "Union" shall mean the duly authorized representatives of the National Union, Automobile, Aerospace and Agricultural Implement Workers of Canada, CAW and its Local Union 636, Eureka Foundry Plant.

(c) "Registration Agency" on labour standards shall mean the "Employment Training Branch, Skills Development Division, Ministry of Colleges and Universities".

(d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, which agreement shall be registered with the Registration Agencies.

(e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

(f) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.

(g) "Supervisor of Apprentices" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.

(h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

## **APPLICATIONS**

### **Article 2**

Applications for Apprenticeship will be received by the Personnel Department of the Company from applicants considering themselves eligible under this programme of training, and after consideration and investigation by the Personnel Department, these applications will be turned over to the Joint Apprenticeship Committee for final approval or disapproval.

## **APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

### **Article 3**

In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

1. He/she must have a Grade 12 S.T. & T. and/or its equivalent.
2. He/she must be between 18 and 26 years of age and present employees 18 years of age or older.
3. Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

#### **CREDIT FOR PREVIOUS EXPERIENCE**

##### **Article 4**

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these standards for applicable experience. Evaluated work experience must have been gained under an apprenticeship programme or under a trainee, upgrader and/or changeover programme and not in a trade school or vocation school.

Returned veterans may have their service work record evaluated and credit given on apprenticeship for applicable experience gained in the Armed Services after evaluation by the Joint Apprenticeship Committee.

#### **TERM OF APPRENTICESHIP**

##### **Article 5**

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instruction in accordance with the Appendix attached hereto.

##### **Article 6**

The first 500 hours of employment for every apprentice shall be a probationary period. During this probationary period, the apprenticeship agreement may only be cancelled by the Joint Apprenticeship Committee. The Registration Agencies shall be advised of all such cancellations.

#### **HOURS OF WORK**

##### **Article 7**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled trades employed by the corporation. In case an apprentice is required to work overtime he/she

shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen/women established by these standards is maintained.

## **RATIOS**

### **Article 8**

The ratio of apprentices in training to journeymen/women should not exceed one apprentice to five journeymen/women. However, it is understood that the Company and the Union may mutually agree to establish a ratio of apprentices to journeymen/women in excess of the one to five ratio in accordance with the plant needs and tooling programs; provided that, in the event of a reduction in force the apprentices in excess of the one to five ratio will be laid off before any journeymen/women in that trade are laid off. Thereafter, apprentices shall be laid off proportionately to maintain such ratio insofar as practical, except that a minimum of one apprentice may be retained in each trade so long as at least one journeyman/woman remains employed in that trade. The above notwithstanding, for those Skilled Trades Groups where there are less than five journeymen/women employed, one apprentice may be hired.

An employee having seniority in the plant who enters the apprentice training program shall, during the period of his/her apprenticeship, retain and accumulate seniority in his/her former seniority group and, if laid off or dismissed from the apprentice training program, he/she shall be returned to his/her former seniority group in the plant in line with such established seniority in his/her former seniority group.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority when the journeymen/women increase permits the maintenance of the ratio used at the time of layoffs. Thereafter, all apprentices in a trade shall be recalled before any new journeymen/women shall be hired.

## **DISCIPLINE**

### **Article 9**

The Committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement of the apprentice at any time for cause such as:

- (a) Inability to learn.
- (b) Unreliability.
- (c) Unsatisfactory Work.
- (d) Lack of interest in his/her work or education.



- (e) Improper conduct.
- (f) Failure to attend classroom instructions regularly.

## WAGES

### Article 10

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages, as follows:

1st 1,000 hours (6 months)-	Foundry Labour Rate
2nd 1,000 hours -	Foundry Labour Rate + 10% of Rate of Difference.
3rd 1,000 hours -	Foundry Labour Rate + 20% of Rate of Difference.
4th 1,000 hours -	Foundry Labour Rate + 30% of Rate of Difference.
5th 1,000 hours -	Foundry Labour Rate + 40% of Rate of Difference.
6th 1,000 hours -	Foundry Labour Rate + 55% of Rate of Difference.
7th 1,000 hours -	Foundry Labour Rate + 70% of Rate of Difference.
8th 1,000 hours -	Foundry Labour Rate + 85% of Rate of Difference.

"RATE OF DIFFERENCE" shall be the difference between Foundry Labour Rate and the rate established for a journeyman/woman classification for which the apprentice is training.

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist.

Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

When an apprentice has completed 8,000 hours of training, he/she is to receive not less than the minimum rate to skilled journeymen/women in the classification or trade in which he/she has served his/her

apprenticeship after approval of his/her completion of training by the Joint Apprenticeship Committee.

The apprentice shall be paid his/her regular hourly rate for actual school attendance. If the apprentice is sent to a Community College, Trade School or other outside course, for any period of time, the Company agrees to make up the difference in pay he/she would have received had he/she remained in the plant.

The Corporation agrees to pay, on behalf of apprentices covered by this Agreement, for books, registration fees and/or tuition required in connection with related training under the apprentice program.

**RELATED INSTRUCTION  
AND SCHOOL ATTENDANCE**

**Article 11**

(a) **PROVISION FOR SCHOOLROOM  
INSTRUCTION OF APPRENTICES**

Each apprentice shall enroll and attend classes for not less than four (4) hours weekly for a minimum of 168 hours per year, according to instructions by the Joint Apprenticeship Committee. Hours of schooling are counted as part of the total number of hours required in the apprenticeship in each trade. Each apprentice after enrollment in such classes, shall be registered with a Community College as an apprentice student upon the forms furnished for this purpose.

(b) **APPROVAL OF CLASSROOM INSTRUCTION**

Classroom instruction furnished by a Community College shall meet with the approval of the Joint Apprenticeship Committee. The schedule of related instruction shall be outlined in the Appendix attached hereto.

(c) **ENFORCEMENT OF SCHOOL ATTENDANCE**

In case of failure on the part of the apprentice to fulfill his/her obligation as to school attendance the Joint Committee may suspend or revoke his/her apprenticeship agreement, and the Company hereby agrees to carry out the instructions of said Committee in this respect. The apprentice hereby agrees to abide by any such determination of such committee. "Employment Training Branch, Skills Development Division, Ministry of Colleges and Universities" and the National Union, C.A.W. shall be notified of any such cancellation as this will terminate the eligibility of the apprentice as a student.

**JOINT APPRENTICESHIP COMMITTEE**

**Article 12**

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This Committee shall be composed of equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a Chairperson and a Secretary. When a Company member is Chairperson, a Union member shall be Secretary and vice versa. The Committee shall meet on call of the Chairperson or Secretary or any two members of the Joint Committee. It shall be the duty of the Committee:

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily Committee members.

2. To accept or reject applicants for apprenticeship after preliminary examination by the Personnel Department of the Company; and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.
3. To place apprentices under agreement.
4. To hear and decide on all questions involving apprentices which related to their apprenticeship.
5. To determine whether the apprentice's scheduled wage increases shall be withheld in the event that he/she is delinquent in his/her progress.
6. To offer constructive suggestions for the improvement of training on the job.
7. Certify the names of graduate apprentices to the Registration Agencies and recommend that a certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.
8. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the Apprentices under these standards.

## **SUPERVISION OF APPRENTICES**

### **Article 13**

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Foreperson of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training.

The Supervisor of Apprentices shall prepare adequate record forms to be filled in by the Foreperson under whom the apprentices receive direct instructions and experience.

The Foreperson shall make out a report once a month to the Supervisor of Apprentices on the work and progress of apprentices under their direction. The Supervisor of Apprentices shall also follow closely the progress which each apprentice makes in school and he/she shall record such progress in conjunction with the periodic marking system employed by the school. The Supervisor of Apprentices shall have the final responsibility as a representative of the Company for determining whether an apprentice should be dropped from the program for unsatisfactory progress. In case of termination, the Registration Agencies should be so advised with the reasons therefore.

## **TOOL ALLOWANCE**

### **Article 14**

Upon acquiring seniority in an apprentice group, the apprentice will be furnished a toolbox, which will become the property of the apprentice upon graduation. The employee may choose any tool box he/she prefers but will be required to pay any costs that exceed the Canadian Tire #58-0905-2 Box. An apprentice who completes a period of 1,000 hours of work in the apprentice program after the effective date of the Agreement will be paid an allowance for the purchase of tools for each such completed periods as follows:

Electrician Apprentice	\$125.00
Machine Repair and Millwright Apprentice	\$145.00

Management will assist the apprentice in obtaining tools.

## **SENIORITY**

### **Article 15**

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in an apprenticeable trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program, the apprentice shall be given seniority equal to 100% of time spent on course as a journeyman/woman.

## **APPRENTICESHIP AGREEMENT**

### **Article 16**

Every Apprentice Agreement entered into under this Standard Apprentice Plan shall contain a clause making the plan a part of the Agreement with the same effect as if expressly written therein. For this reason, every applicant shall be given an opportunity to read the standards before he/she signs the Apprenticeship Agreement.

## **CERTIFICATION OF COMPLETION OF APPRENTICESHIP**

### **Article 17**

Upon completion of the apprenticeship under these apprenticeship standards the Joint Apprenticeship Committee will recommend to the Employment Training Branch, Skills Development Division, Ministry of Colleges and Universities that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificate will be issued by the Employment Training Branch, Skills Development Division, Ministry of Colleges and Universities unless approved by the Joint Apprenticeship Committee.

#### **MODIFICATION OF STANDARDS**

##### **Article 18**

These standards of apprenticeship may be amended or new schedule added at any time upon mutual agreement of the Company and the Union, providing that no such change shall alter an apprenticeship agreement in force at the time of such change without the written consent of the Apprentice; and providing that such change or amendments shall be submitted to the Registration Agencies to determine if it meets with the standards established by the Registration Agencies. A copy of such amendments will be furnished to each apprentice employed by the Company.

#### **GENERAL**

##### **Article 19**

Should any dispute arise which cannot be satisfactorily settled within the Committee, either party may ask the Registration Agencies to consider the matter.

**APPROVED BY KELSEY-HAYES CANADA LIMITED,  
WOODSTOCK DIVISION  
(EUREKA FOUNDRY)**

DATED: February 28, 1985

**THE NATIONAL UNION, AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT WORKERS OF  
CANADA C.A.W. AND ITS LOCAL UNION 636  
EUREKA FOUNDRY PLANT**

SKILLED TRADES DEPARTMENT, C.A.W.

BY:

DATE :

**FOR THE COMPANY**

**FOR THE UNION**

B. Langdon  
B. L. West  
J. Kapin

B. Carey  
J. Vlug  
A. Shelton  
W. Harrison  
R. Smith  
L. Joyce

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Safety rules and  
regulations. Care  
and use of trade  
related hand,  
power and machine  
tools. Fasteners  
and locking  
devices.  
Precision  
measurement.  
Metallurgy:  
ferrous and non  
ferrous metals,  
alloys, heat  
treatment, non-  
destructive  
testing.  
Plastics,  
ceramics,  
carbides. General  
fitting practice.  
Mechanisms,  
bearings, power  
transmission  
systems.  
Hydraulics,  
pneumatics,  
electrics. Arc  
and oxy-acetylene  
cutting, welding  
and brazing.

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Care and use of trade  
related hand tools,  
bench tools, portable  
power tools, jigs and  
fixtures, precision  
measuring equipment to  
perform the following  
operations on machine  
and equipment: -  
dismantling, cleaning,  
inspecting, modifying,  
rebuilding, adjusting  
and maintaining by and  
- work: including  
layout, cutting  
filing, grinding,  
stoning, lapping,  
polishing, honing,  
fitting, scraping,  
threading, reaming,  
hole transferring,  
securing and locking,  
peening, stamping  
(letters and numbers).  
Soldering techniques,  
fabrication of  
assemblies, material  
selection, forming and  
bending.



RELATE  
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SHOP TECHNIQUES

100 Hrs.	600 Hrs.	200 Hrs.	200 Hrs.	400 Hrs.	400 Hrs.
Care and use of reciprocating, circular band and cut off saws.  Speeds and feeds.  Coolants. Blade replacement.  Operation and maintenance of manual shears .	Set-up operation and maintenance speeds and feeds, coolants : drilling , countersinking, spotfacing, counterboring, reaming, trepanning, honing, lapping, polishing, tapping, grooving , fly cutting.	Portable, pedestal, bench, belt and surface. Set-up and operation : abrasive wheels, wheel dressing, coolants.  External, internal, off-hand grinding. Grinding cutters, tools, tool bits and drills.	Set-up operation and maintenance: work-holding methods. Cutting tools, speeds and feeds. Coolants, centering , turning, facing, drilling, boring, reaming, thread cutting, knurling.	Horizontal, vertical , universal. Set-up, operation and maintenance, cutters, attachments workholding, speeds and feeds, coolants . Milling flats, angles, radii, pockets. Slots, keyways, cams.	Arc, oxy-acetylene : set-up, operation , and maintenance of equipment . Cutting, weld preparation and fitting, tacking, welding and brazing. Building up worn surfaces. Hard facing and heat treatment .

POWER  
SAWS  
AND  
SHEARS

DRILL  
PRESSES  
& RADIAL  
DRILLS

GRINDERS

LATHES

MILLING  
MACHINES

WELDING  
AND  
BRAZING

1000  
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600 Hrs..

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<p>Installation, adjustment, removal of bearings, seals, shafts, couplings, clutches, keys, drivers, (belts, chains, gears) levers, cams screws and springs.</p>	<p>Installation, testing and repair or rebuild: - pumps, accumulators, control valves, piping, hose filters, reservoirs, cylinders, motors, actuators, boosters, heat exchangers. Gauges. Hydraulic fluids, packings and seals. Safety controls and interlocks, care and use of pipe threading and bending machines</p>	<p>Installation, testing and repair or rebuild: - compressors, air receivers, filters, piping, hose, lubricators, fans and blowers, mufflers, controls, valves, motors and actuators, cylinders, fittings, gauges. Safety circuits and interlocks. Remote controls and pilot operated systems.</p>	<p>Identification and application of lubricants: oils, greases, graphite, etc. Preventive maintenance procedures.</p>	<p>Foundation - layout, location, formwork and anchorage. Rigging methods - hoists, slings, ropes, attachments, jacks, rollers and scaffolds. Machine leveling and alignment. Grouting. Runoff check. Running-in, adjusting and testing machine installations and associated services.</p>	<p>Conveyors - belt, chain and roller - installation and maintenance. Bridge and gib cranes: use, operation, inspection and maintenance. Maintenance of hand and power operated lift trucks.</p>	<p>T O T A L  T I M E :</p>
<p>MACHINE COMPONENTS</p>	<p>HYDRAULICS</p>	<p>PNEUMATICS</p>	<p>LUBRICATION</p>	<p>MACHINE INSTALLATION</p>	<p>MATERIALS HANDLING EQUIPMENT</p>	

	700 Hrs. On block release to College of Arts and Technology	2 0 0 H r s .	800 Hrs.	500 Hrs.	1800 Hrs.
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 boxes,  
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 insulating  
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 cables,  
 installing  
 machines,  
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 schematics,  
 hooking up,  
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	RELATED TRAINING AND TRADE THEORY	S A F E T Y	USE OF TOOLS	USE OF TEST EQUIP MENT	INSTALLATIO N
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	2000 Hrs.		2000 Hrs.		80 00 Hr s.
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Dis-assembly,  
cleaning and  
repair of  
starters,  
switches,  
controllers,  
circuit breakers,  
etc., dis-assembly  
and repair of A.C.  
and D.C. motors  
and generators,  
rewinding of  
armatures and  
stators, skimming  
and undercutting  
commutators,  
static and dynamic  
balancing, removal  
and replacement of  
bearings, bearing  
alignment, removal  
and replacement of  
couplings and  
drives, continuity  
and insulation  
testing.

REPAIR

Lubrication  
and cleaning  
of machines,  
inspection and  
alignment of  
drives and  
couplings,  
cleaning  
commutators,  
cleaning and  
resetting of  
brushes,  
cleaning and  
adjustment of  
switch  
contacts,  
checking and  
adjustment of  
control  
circuits,  
calibration of  
temperature,  
pressure,  
light, etc.,  
sensing and  
indicating  
devices.

MAINTENANCE