

MEMORANDUM OF AGREEMENT

By and Between

**BENN IRON FOUNDRY LIMITED
WALLACEBURG, ONTARIO**



— and —

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

01548 (03)

Dated: September 1, 1988

to

August 31, 1991

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MEMORANDUM OF AGREEMENT

Entered into as of the
1st day of September 1988

By and Between

**BENN IRON FOUNDRY LIMITED
WALLACEBURG, ONTARIO
(Hereinafter Called The Company)**

— and —

**THE INTERNATIONAL UNION, UNITED
AUTOMOBILE AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (U.A.W.)
(Hereinafter called the "Union")**

Witnesseth:

The parties hereto mutually agree as follows:

1. The collective agreement dated September 1, 1985 which had an expiry date of August 31, 1988, is renewed on the same terms except for the changes contained herein.
2. The renewed agreement will expire August 31, 1991.

ARTICLE 1 PURPOSE

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

ARTICLE 2 RECOGNITION

The Company recognizes the Union as the sole bargaining agent for all its hourly rated employees, as certified by the Ontario Labour Relations Board, for the purpose of collective bargaining and negotiations with reference to rates of pay, hours of work, and working conditions within the scope and term of the agreement, which may exist, or may arise during the life of this agreement.

ARTICLE 3 UNION SECURITY

It shall be a condition of employment for the life of this agreement that all present employees who have attained seniority rights must become members of the Union on the signing of this agreement and shall remain members thereafter in good standing in accordance with the constitution and by-laws of the Union.

All new employees upon completion of sixty (60) working days employment in a twelve (12) month period shall become members thereof in good standing, in accordance with the constitution and bylaws of the Union ~~or~~ the life of this agreement.

The Company will during the term of this Agreement, deduct an employee's initiation fee, Union dues, and assessments on a monthly basis from any hourly rated employee who has worked ~~or~~ been compensated by the company for forty (40) hours in any one (1) month, or as required by the U.A.W. constitution. Such deductions shall be credited to the ~~Secretary-Treasurer~~ of Local 251, not later than the tenth (10th) day of the calendar month next following the month in which such deductions are made. The Company and the Union will work out a mutually satisfactory arrangement by which the Company will furnish monthly records to the Financial Secretary of Local 251 of

those from whom deductions were made, together with the amount of such deductions.

All agreements of all previous contracts, oral or written, shall be terminated as of August 31, 1988.

ARTICLE 4 RESERVATIONSTO MANAGEMENT

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

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

ARTICLE 5 REPRESENTATION

The Company recognizes, as a minimum, a plant committee of four (4) employees, who are members of the Union and have been elected and/or appointed to represent the employees of the Company. One of the above committee persons will be elected and/or appointed and recognized as the plant committee chairperson. One of the above committee persons will be elected and/or appointed from the maintenance classifications.

Should an increase in production rate result in more than a two (2) shift per day operation, a plant committee of five (5) employees will be recognized, pro-

viding the third shift employment equals fifteen (15) or more employees.

The Company will recognize a negotiating committee consisting of a maximum of four (4) members of the plant committee.

The Company agrees to the Union appointing in addition to the committee members, three (3) Union Stewards who act only in the absence of a committee member on their respective shift, and when the number of employees on their shift is equal to or greater than fifteen (15) employees.

The plant chairperson of the committee will be assigned to a day shift only.

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

Any three (3) members of the Plant Committee shall be recognized as a quorum at grievance or scheduled meetings of Company and Union.

Meetings will be scheduled by the Company and the Union no more frequently than nine (9) meetings per year, and a minimum of thirty (30) days will elapse between such meetings unless this schedule is changed by mutual consent of both the Company and Union.

Discussion at these meetings will be limited to an agenda prepared and delivered to each party five (5) days before the scheduled meeting.

Grievances are to be investigated and settled during working hours but it shall not be a condition of this agreement that any grievance investigated cannot be settled out of working hours, all parties being agreeable.

It is understood that Committee people as well as other employees have their regular duties to perform. Committee people shall be permitted during their working hours, at the average earned rate to leave their regular duties for a reasonable length of time to adjust and present grievances in accordance with the procedure outlined in this agreement.

A committee person shall obtain permission from his supervisor, prior to leaving his work assignment, in order that he may confer on a grievance. He will also inform the supervisor of any department other than his own before proceeding to discuss any possible grievance with any employee of that department. Such permission shall not be unreasonably withheld.

The Company will provide the Union use of an office and/or meeting area within the plant as required.

The plant chairperson will be paid twenty cents (\$.20) per hour above the greater of the current plant average or his classification rate.

ARTICLE 6 SAFETY COMMITTEE

The Company recognizes its obligation to provide a safe working environment consistent with health and safety legislation of the Province of Ontario. The Company and the Union agree to work together and assist the Health & Safety Committee in any matters or complaints that arise related to Health and Safety.

During periods of hourly rated employment of less than 300 workers the Company will recognize a plant Safety Committee consisting of two (2) union members and two (2) representatives of management. During periods of hourly rated employment of 300 or more workers the Company will recognize a plant Safety Committee consisting of three (3) union members and three (3) representatives of management. This committee will meet at least ten (10) times per year on a regular basis. In order to properly conduct its business this joint committee shall have a quorum of four (4) members, two (2) union members and two (2) representatives of management, present at these meetings and either the chairperson or co-chairperson must be present.

ARTICLE 7 GRIEVANCE PROCEDURE

The Company and Union agree that it is of utmost importance to adjust complaints and/or grievance as quickly as possible.

Step One

(a) Should an employee have a complaint that he deems it necessary to register, he shall, either alone or through his committee person, discuss the matter with the employee's immediate supervisor within two (2) working days following the date the occurrence took place causing said complaint.

(b) The employee's immediate supervisor shall have three (3) working days in which to reply to the complaint

Step Two

(c) Should the complaint not be adjusted satisfactorily to the employee, he may, through his committee person, present in writing any grievance to the Superintendent, or his designated representative, within three (3) working days of receipt of the answer.

(d) The Superintendent, or his designated representative, shall within three (3) working days give his reply in writing.

Step Three

(e) If the reply be not satisfactory the committee person may present an appeal to the grievance in writing to the Plant Manager within three (3) working days of receipt of the answer.

Such grievance shall be discussed at a meeting held between the Company and the committee within thirty (30) working days.

Step Four

(9) If the decision of the Company is not satisfactory, the chairperson of the Plant Committee may, by serving written notice on the Company within three (3) working days of the Company's decision, appeal therefrom to an impartial Arbitrator selected by the Company and the Union. If the Company and the Union cannot agree within five (5) days on the arbitrator, the Minister of Labour of the Province of Ontario shall select one, and the decision of the Arbitrator shall be final and binding on both parties. For discharge cases arbitrators shall be selected through the Ministry of Labour in accordance with Labour Relations Act, Chapter 228, Article 45.

(g) Either the President of Local 251 and/or the International Representative of the UAW may be present and take part in any such conference.

(h) Whenever an employee is discharged, he will be given the opportunity of interviewing his committee person before he is required to leave the plant, and the employee shall be so advised provided that because of the nature of the offence, it is necessary to require

immediate expulsion of the employee from the plant. His committee person will be immediately notified and he will be given an opportunity to interview the discharged employee at some convenient location.

All claims by the Committee for time spent in interviewing this employee outside of the Company premises shall be made in writing to the Personnel Manager.

(i) The procedure preceding this section shall apply to a group grievance as well, and also a Company grievance.

ARTICLE 8 SENIORITY

Seniority shall be exercised as follows:

Fundamentally, the rules herein respecting seniority are designated to give employees an equitable measure of security based on length of service with the Company.

(a) Employees hired during the course of this agreement shall attain seniority and have his name placed on the seniority list upon completion of sixty (60) working days employment within one year. This period may be extended by mutual agreement between the Company and the Union.

(b) Employees shall be considered probationary employees until they have become eligible for the seniority list as above mentioned and probationary employees shall have no seniority rights whatsoever under this agreement. Employees' names shall appear on the seniority list in the order of their seniority date. The seniority date shall be considered to be the date sixty (60) working days prior to the date upon which he attains seniority or his date of hire, whichever is greater.

(c) Committeepople, including the chairperson of the committee shall retain top seniority in the jurisdiction of the plant in which they are regularly assigned for duties by the Company for the tenure of their office, provided, they are able and willing to perform the duties required of them. Such top seniority shall only be exercised in the event of a layoff.

If the layoff should decrease the working forces of the jurisdiction to the extent that the committeepople or chairman of the committee should be laid off, then in such case, they shall be considered to have top plant-wide seniority and may be transferred to another jurisdiction. The seniority so conferred by this paragraph shall only exist so long as the Union shall retain the committeepople or chairperson of the committee in his elected position.

(d) Employees who accepted a position outside of the bargaining group prior to August 31, 1988 and had their seniority stopped at that time will retain but not accumulate their seniority while outside the bargaining group.

Employees who accept a position outside of the bargaining group after August 31, 1988 will have their seniority stopped at that time. They shall have it reinstated if and when they are returned to the bargaining group but such seniority will be reduced one (1) year for each year the employee has been outside the bargaining group.

ARTICLE 9 LOSS OF SENIORITY AND EMPLOYMENT

Seniority rights shall cease and employment shall be deemed to be terminated for any of the following reasons:

1. If an employee quits
2. If an employee is discharged and such discharge be not reversed through the grievance procedure;
3. If an employee fails to return to work after layoff within five (5) working days after notification to do so by registered mail to the latest address on record with the Company, unless he furnishes reasons satisfactory to the Personnel Department for such failure:
4. If an employee is absent for more than three (3) days from his regular duties without advising the Company, unless he furnishes reasons satisfactory to the Company for such failure;
5. In cases of non-employment for a period of twenty-four (24) consecutive months where the employee's seniority is less than or equal to twentyfour (24) consecutive months;

In cases of non-employment for a period equal to one-half (1/2) of the employees total seniority, plus 24 months, to a maximum of his seniority at the time of lay off, when the employee's seniority is more than twenty-four (24) consecutive months.
6. If the employee overstays his leave of absence more than three (3) days, unless he establishes a valid reason satisfactory to the Company, and unless reversed by the grievance procedure.

The Company will post a revised department and plantwide seniority list in each department each three (3) months. A seniority list, showing plantwide seniority will be established by the Company, a copy of which shall be furnished to the chairperson of the plant committee within thirty (30) days of the signing of this

agreement and every ninety (90) days thereafter, if requested by the chairperson of the Committee.

7. If an employee selects normal or early retirement.

ARTICLE 10 LAYOFF AND RECALLS

(a) Layoff Procedure

Under normal conditions "notice of layoff" will be given to the Union (plant chairperson and/or committee) in advance of the pending layoff. In emergency situations, the Union will be informed as soon as possible following the layoff.

(b) Temporary Layoff

In the event of a reduction in the work force which is not expected to exceed three (3) working days (temporary layoff), the employee with the least seniority within their classification and department on their respective shift will for the first day be subject to layoff provided that those remaining are able and willing to do the work required.

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

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

(c) Extended Layoff

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

1. An employee having more seniority than any other employee shall be retained at work providing he is able and willing to do the work required.
2. Any employee transferred due to a reduction in the workforce must be capable of performing in any of the general classifications selected within a period of three (3) working days.
3. If the classification selected is one that requires "extended training and/or educational background" the employee moving to that job must be capable of carrying out the job responsibilities immediately upon being transferred.

(d) Recall Procedure

When an opening occurs in the plant, and employees are on layoff, the Company will use the following procedure until the position is filled

1. An employee who was previously laid off from the classification but is still working in the same department will be reinstated to the opening on the basis of seniority provided that he is immediately able to fulfill the job requirements of the opening.
2. An employee who was previously laid off from the classification and is now working in a different department will be reinstated to the opening on the basis of seniority provided that he is immediately able to fulfill the job requirements of the opening.
3. An employee laid off from active employment will be recalled to the opening on the basis of seniority and ability to perform the job.

ARTICLE 11 JOB BIDDING AND TRANSFERS

Employees who bid to higher, lateral, or downward jobs or when new jobs are created, will be considered

on the basis of ~~seniority~~ and ~~their ability to~~ perform the job based on an employee's ability and experience at the time the opening occurred.

No job knowledge gained while an employee is placed on a job that should have been posted will be considered when the opening is properly posted.

All jobs posted for bids will remain on the bulletin board for a period of ~~seventy-two~~ hours.

Employees may bid in writing to the personnel office.

A job vacancy that the Company expects to continue for more than ~~thirty~~ (30) days will be posted at the time of the start of the job. If an unposted job vacancy should last for thirty (30) days it will be posted unless such period is extended by mutual consent.

The job of an employee on an approved leave of absence for less than (6) months will not be posted.

If there is no successful bidder for a posted vacancy, the Company will be free to fill the job from within the work force or choose a suitable candidate from the outside.

The Company has the option to refuse or grant an application of any employee, to transfer from one job to another, who has had one (1) voluntary change in the preceding ~~six~~ (6) months, except in the case of jobs requiring extended training and/or educational background (~~asterick~~ jobs) which would be restricted to one (1) voluntary change in a twelve (12) month period. A previously disqualified employee may not bid on a posted classification on which he was disqualified, unless the employee has improved his experience and/or education to match the requirements of the classification subsequent to the disqualification.

The Company will make a selection relative to the job posting, within one (1) week after the posting time, and the selected employee will be so advised.

Transfer of the selected employee will take place as soon as possible or no longer than fourteen (14) days from the date of selection provided that the successful bidder comes from an entry level classification. When a selection of an employee creates a requirement of an additional one (1) or more job posting(s), transfers of the affected employee(s) will take place in intervals of no longer than fourteen (14) days starting at the selection date of the final posting in the series. This period may be extended by mutual agreement of the Company and the Union.

Should the number of openings and subsequent postings exceed three, then the postings will stop until all three transfers have been completed. Postings and further transfers will then resume until all positions have been filled within the series. The Company will keep the Union informed on the status of the transfer.

Whenever it is necessary for the temporary transfer of an employee from one classification to another, the employee with the least seniority will be the first to be transferred, providing they are able to perform the work required.

The Company will advise the Union in writing, showing all bids received, and the date of any transfer(s) resulting from same, with the above to be signed by the Company and Union. The Company will post the names of the successful bidders on the main bulletin board.

If any employee is temporarily required to perform work on a job classification other than his own, and

work is available in his own classification, he will be guaranteed as minimum pay while temporarily transferred, the higher of the two rates. If the temporary transfer should last longer than 30 days the employee will receive an additional twenty-five cents (\$.25) per hour for the balance of the temporary transfer.

Employees permanently transferred to a job classification requiring extended training and/or educational background, excluding the Maintenance and Moulding classifications covered later in this article, shall after completion of twenty (20) working days in this classification, receive fifty (50) percent of the differential between the rate of the classification from which transferred and the rate of the new classification. On completion of forty (40) working days in the new classification the employee will receive the full rate for the classification to which permanently transferred. These rates shall become effective the beginning of the pay period either coincident with or next following the date of qualification.

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

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

Should a selected employee voluntarily withdraw from his new classification he shall be transferred to an entry level classification where work is available. If a selected employee is found to be unsuited for the

classification awarded, then the employee shall be transferred to his previous classification.

Should a selected employee placed on an opening be disqualified, the Company shall select from the next qualified employee on the posting to fill the vacancy. When the posting is exhausted, or if there are no qualified applicants, the Company may assign an employee to the opening.

When an employee who bids for a job is selected and he has previously been qualified by the Company for that position, he will receive the classification rate of the job adjusted for any new hire differential that may be applicable effective the beginning of the pay period either coincident with or next following the date of transfer.

The Company will notify the plant chairperson within three (3) working days of the effective date of transfer of any employee to a different job classification.

An employee electing to transfer to another department or job classification will be required to sign an "application to transfer", indicating a voluntary request. A copy of this request will be supplied to the plant chairperson.

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

For purposes of job bidding and/or departmental layoffs, the following departments are hereby qualified

Squeezer, C.D. 1, Tabor
C.D. 2, C.D. 3
3230, 2016
Shell Core Department, Quick Cure
Oil Sand Department
Melting, Pouring and Shakeout
Cleaning, Snagging, and Shipping
Maintenance

There are two (2) exceptions to the above: the first exception is the moulders' rates of pay and probationary times which are covered in Appendix "A".

The second exception is the "Maintenance" classification. The following schedule will be used for any employee transferred to this classification from within the plant.

- (1) First thirty (30) working days, rate being received prior to time of transfer.
- (2) Next thirty (30) working days $\frac{1}{3}$ of differential from original classification rate and full maintenance rate.
- (3) Next sixty (60) working days plus additional $\frac{1}{3}$ of differential.
- (4) Next sixty (60) working days plus the remaining $\frac{1}{3}$ of differential bringing the employee up to full classification rate.

ARTICLE 12(a) LEAVE OF ABSENCE

By mutual agreement of Management and the Union, employees covered by this agreement may be granted leave of absence, which will not be recognized as binding unless the same is in writing, and signed by the Manager or other designated representative of the Company and the employee.

The agreement shall show the date that such leave is granted and the date the leave expires.

The agreement shall be witnessed by the Union before final permission is granted, and a copy provided the Plant Chairperson.

No leave of absence shall be valid for more than three (3) months consecutively after the date of the last work performed, except in the case of sickness, injury, or pregnancy.

Any leave of absence shall end on the first day the employee on leave returns to work, and the Company will notify the Union of any extension of a leave of absence before such extension is granted.

Any employee who has received a leave of absence and accepts other employment during such leave of absence without the mutual consent of the Company and the Union shall be subject to discharge.

ARTICLE 12(b) PREGNANCY LEAVE OF ABSENCE

(a) Requests for leaves of absence for reasons of pregnancy will be granted to female employees having one (1) or more years of seniority at the time established by the Company's medical policy for the employee to cease work; such leaves to be limited to a maximum of a six (6) month period.

(b) Female employees with seniority having less than twelve (12) months seniority will be granted a pregnancy leave limited to a maximum of seventeen (17) weeks.

(c) An employee who intends to resume her employment on the expiration of a pregnancy leave granted to her under this Part shall so advise the Company, and

on her return to work the Company shall reinstate the employee to her position or provide her with alternate work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of her leave of absence.

ARTICLE 12(c) SICKNESS AND ACCIDENT

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

An employee who has been granted leave of absence of illness and wishes to return to work, will be reinstated in his former position if available. If his former position is no longer available, he will be placed in a position generally similar in line with his seniority and ability, if he is unable to carry out his regular duties, the Company will endeavour to provide suitable work for him within the plant.

ARTICLE 12(d) UNION LEAVE

The Company will allow members of the Union, not exceeding three (3) in number, reasonable leave of absence without pay to attend Union conventions and conferences.

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

ARTICLE 13 HEALTH AND WELFARE

The Company will supply equipment or protective clothing to employees where their occupation warrants the use of those items for protection against safety hazards.

The Company will make every effort to maintain machinery in all departments in a good condition that will not jeopardize the life and/or the health of the employees. Any employee who believes such conditions violate this section may file a grievance as herein provided, unless such conditions are grave enough to require immediate attention.

The Company will maintain a first-aid room which shall be in the charge of a person authorized to do first-aid work according to the Workers' Compensation Act for the Province of Ontario. An employee with an up-to-date St. John's Ambulance certificate and who has been designated by the Company to be in charge of first-aid on a shift, will receive ten cents (\$.10) above his own rate of pay.

The Company agrees to maintain and establish adequate washroom facilities and to provide soap and paper towels.

The Company will supply protective gloves on the basis of need. In making the determination of need for

protective gloves, consideration will be given to factors such as safety, the job requirements and the recommendations by departmental foremen. Employees will turn in their used gloves; if not they will pay the full price of the gloves.

Aprons will be supplied to all grinders, and to squeezer moulders on request.

The Company will pay \$35 towards the replacement cost of hardex lens for prescription lens, when verified as damaged in a job related incident.

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

The Company will pay \$30 towards the replacement cost of protective footwear for seniority employees in all departments excluding Melting, Pouring, and Shakeout, and Maintenance each twelve (12) month period. In the second year of the agreement this allowance will be \$35; in the third year of the agreement the allowance will be \$40.

The Company will pay \$30 towards the replacement cost of protective footwear for seniority employees in the Melting, Pouring, Shakeout and Maintenance departments two times each twelve (12) month period. In the second year of the agreement this allowance will be \$35; in the third year of the agreement the allowance will be \$40.

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

ARTICLE 14 CALL-IN PAY

If an employee has left the plant following the completion of his shift and is called back to take care of an emergency he will receive a minimum of four (4) hours pay at the appropriate premium rate or time and one half whichever is greater.

ARTICLE 15 BULLETIN BOARDS

The Company will erect and maintain a suitable number of bulletin boards throughout the plant for the use of the Union, the size and number of which shall be mutually agreed upon.

A copy of any notice to be posted on the bulletin board shall be submitted to the Company prior to posting.

ARTICLE 16 INJURY ALLOWANCE

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

If an employee is required to see a doctor for treatment of an occupational injury, subsequent to the day of the injury, and it is impossible for the doctor designated by the Company to see him except during the employee's scheduled work hours, he will be compensated for loss of wages during said visit in regard to the injury.

ARTICLE 17 REST AND WASH UP PERIODS

(a) Rest and Wash Up Periods — (8-1/2 hour "in-plant" shifts).

When the employee is working an 8-1/2 hour "in plant" shift the employee will be allowed a five (5) minute wash up period prior to lunch time and a ten (10) minute wash up period prior to quitting time.

Rest Periods

When the employee is working an 8-1/2 hour^g in-plant" work shift the employee will be allowed two (2) ten (10) minute rest periods, one in the first half of the shift and one in the second half of the shift.

(b) Rest and Wash Up Periods – (8 hour "in-plant" shifts).

Washup

When the employee is working an eight (8) hour "in-plant" shift, the employee will be allowed a five (5) minute wash up period prior to lunch time.

Rest Periods

When the employee is working an eight (8) hour "in-plant" shift, the employee will be allowed a ten (10) minute break in the first half of the shift and a twenty-five (25) minute lunch period during the second half of the shift.

ARTICLE 18 SMOKING PRIVILEGES

Smoking will be permitted in the plant at the employees work places except in specifically restricted areas designated by the Company.

ARTICLE 19 OVERTIME AND EXTRA TIME

(a) As far as possible, overtime and extra time will be equally distributed among those employees normally performing the relevant work to be done. The Company agrees to maintain a permanent record of overtime worked by all employees in their classification in order that an equitable distribution may be maintained.

A list of overtime worked by employees in their respective departments will be given to the plant committee on a monthly basis.

(b) Time and one half shall be paid for all hours worked over eight (8) hours in one day.

(c) Doubletime shall be paid for all time worked over twelve (12) consecutive hours in one day.

(d) Time and one half shall be paid for all hours worked on Saturday.

(e) It is understood and agreed that all overtime work on Sundays and paid holidays will be voluntary, and if worked, double time shall be paid for all hours worked on Sundays and time and one half for all hours worked on paid holidays.

(9) The company will not schedule mandatory Saturday production work on weekends during which a Monday or Friday paid holiday falls; however, employees may be scheduled on a voluntary basis.

(g) All employees expected to work overtime or extra time will be notified forty-eight (48) hours in advance.

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

ARTICLE 20 HOURS OF WORK

The Company shall have the right to continue present and establish future starting and quitting times, break times, and lunch periods.

The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week

1. Eight Hour "In-Plant" Shift

The normal shift hours are:

7:00 a.m. — 3:00 p.m.
3:00 p.m. — 11:00 p.m.
11:00 p.m. — 7:00 a.m.

(a) Providing that all the following operations, namely, moulding, pouring, shakeout, and melting are scheduled for each of, and all three shifts daily, then all plant departments will work an eight (8) hour "in-plant" shift.

2. Eight and One-Half Hour "In-Plant" Shift

The normal shift hours are:

7:00 a.m. — 3:30 p.m.
3:30 p.m. — 12:00 p.m.
10:30 p.m. — 7:00 a.m.

(a) Should overall plant scheduling reduce the moulding, pouring, shakeout, and melting to the point that all these functions are not scheduled for all three (3) shifts, then the plant may, at the discretion of the Company, return to the 8-1/2 hour "in-plant" day.

The hours of work shall be eight (8) hours per day, five (5) days per week, Monday through Friday inclusive except the classification of "induction furnace melter and refractory repair".

(b) In this classification "induction furnace operator and repair", there shall be a five (5) day work week during any seven (7) day cycle. During this (7) day cycle

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

The exception to the above 2 (a), is when the "plant as a whole" meaning all other departments are operating on a two (2) shift basis and one department is required to operate on a three (3) shift basis then that department will operate on an eight (8) hour "in-plant" shift basis.

ARTICLE 21 SHIFT ROTATION

There shall be a shift rotation system covering all employees in each department wherever there is a second or third shift scheduled and where the job classifications within each department operate on more than one shift (There will be certain classifications that will operate on a single shift basis only. In this case, employees working in this classification will work his respective shift only and will not rotate unless transferred to another classification which is on a rotating system or unless the services of their classification are scheduled on more than one shift).

Any employee wishing to do so may request to be permanently assigned to the second (2nd) or third (3rd) shift. Upon requesting and being assigned to be second (2nd) or third (3rd) shift if the employee then wishes to be returned to the rotation system, he must place his request with his department head and await

an opening on the first (1st) shift. When an opening develops he may then return to the rotation system. Should there be more than one request of this nature in any one department at one time and only one job opening develops the employee with the most seniority will be re-assigned first over the employee(s) with less seniority regardless of the date of request.

Shifts will rotate as follows:

That on completion of the 3rd shift (nights), an employee will revert to the 2nd shift (afternoons).

Upon completion of the 2nd shift (afternoons), the employee will revert to the 1st shift (days).

Then starting the rotation procedure again, upon completion of the 1st shift, the employee will move to 3rd shift.

The above schedule may be changed by the mutual agreement of the Company and the Union.

ARTICLE 22 PAID HOLIDAYS

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

First Year of Agreement

- | | |
|---|--------------------------|
| 1. Labour Day | Monday, Sept. 5, 1988 |
| 2. Thanksgiving Day | Monday, Oct. 10, 1988 |
| 3. Day before Christmas | Friday, Dec. 23, 1988 |
| 4. Christmas Day | Monday, Dec. 26, 1988 |
| 5. Boxing Day | Tuesday, Dec. 27, 1988 |
| 6. Day between Christmas and New Year's | Wednesday, Dec. 28, 1988 |
| 7. Day before New Year's | Thursday, Dec. 29, 1988 |
| 8. New Year's Day | Monday, Jan. 2, 1989 |
| 9. Good Friday | Friday, March 24, 1989 |

- 10. Victoria Day Monday, May 22, 1989
- 11. Canada Day Friday, June 30, 1989
- 12. Union Floater Friday, Dec. 30, 1988
- 13. Company Floater

Second Year Of Agreement

- 1. Labour Day Monday, Sept. 4, 1989
- 2. Thanksgiving Day Monday, Oct. 9, 1989
- 3. Day before Christmas Wednesday, Dec. 27, 1989
- 4. Christmas Day Monday, Dec. 25, 1989
- 5. Boxing Day Tuesday, Dec. 26, 1989
- 6. Day between Christmas and New Year's Thursday, Dec. 28, 1989
- 7. Day before New Year's Friday, Dec. 29, 1989
- 8. New Year's Day Monday, Jan. 1, 1990
- 9. Good Friday Friday, April 13, 1990
- 10. Victoria Day Monday, May 21, 1990
- 11. Canada Day Monday, July 2, 1990
- 12. Union Floater Tuesday, Jan. 2, 1990
- 13. Company Floater

Third Year of Agreement

- 1. Labour Day Monday, Sept. 3, 1990
- 2. Thanksgiving Day Monday, Oct. 8, 1990
- 3. Day before Christmas Monday, Dec. 24, 1990
- 4. Christmas Day Tuesday, Dec. 25, 1990
- 5. Boxing Day Wednesday, Dec. 26, 1990
- 6. Day between Christmas and New Year's Thursday, Dec. 27, 1990
- 7. Day before New Year's Monday, Jan. 31, 1991
- 8. New Year's Day Tuesday, Jan. 1, 1991
- 9. Good Friday Friday, March 29, 1991
- 10. Victoria Day Monday, May 20, 1991
- 11. Canada Day Monday, July 1, 1991
- 12. Union Floater
- 13. Company Floater

In addition, each seniority employee may select one Sunday each year (Personal Paid Sunday) for which he will receive eight (8) hours regular straight time pay. Payment will be made through an application to the Personnel Department.

The Company Floater shall be taken as specified by the Company with the Union given thirty (30) days notice in advance as to the planned date, unless it is mutually agreed upon for a shorter notice term.

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

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

ARTICLE 23 QUALIFICATIONS FOR PAID HOLIDAYS

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

The employee must have worked the last six (6) hours of the last scheduled work day prior to the holiday and reported for work within the first hour of the first scheduled work day following the holiday unless he has been given permission to be away from work or can furnish a satisfactory reason to management for his absence.

A seniority employee who is on an approved leave of absence (Workers' Compensation, Sick Leave, Pregnancy Leave, Union Leave or Personal Leave), or who is on layoff provided such layoff or leave of absence does not commence prior to the fourteenth (14th) regularly scheduled working day preceding the holiday and who works on his last scheduled working day prior to the holiday will qualify for holiday pay.

A seniority employee who is on an approved leave of absence or layoff and who returns to work during the fourteen (14) regularly scheduled working days following the holiday and who works on his first scheduled work day following such holiday will qualify for holiday pay.

It is further provided that should an employee qualify for holiday pay for one or more of the above holidays and receive Sickness and Accident, Workers' Compensation, or U.I.C. benefits, or payment from any other source for the holiday(s), his holiday pay shall be reduced by the amount.

An employee otherwise eligible and on an approved vacation during which the holiday(s) occurs, shall be granted an additional day at the holiday rate and the holiday will be taken on the employee's first scheduled shift immediately following the affected vacation period.

An employee who fails to qualify for the day prior to the group of holidays at Christmas shall be penalized payment for the first day of such group of holidays.

An employee who fails to qualify for the day following the group of holidays at Christmas shall be penalized payment for the last day of such group of holidays.

ARTICLE 24 VACATIONS

Vacations with pay will be granted to each employee on the basis of their seniority with the Company as of June 30th based on a percentage of gross earnings for the previous twelve (12) month period as follows:

1.	0 - 1 year	4%	1 Week
2.	1 - 3 years	4-1/2%	2 Weeks
3.	3 - 5 years	5%	2 Weeks
4.	5 - 7 years	6%	3 Weeks
5.	7 - 10 years	7%	3 Weeks
6.	10 - 15 years	8%	3 Weeks
7.	15 - 20 years	8% 1/2	4 Weeks
8.	20 and up	9-1/2%	4 Weeks

Effective 1990 Vacation:

9.	25 and up	10%	5 Weeks
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In respect to the above vacations, the first two weeks shall be taken at a time during the months of July and August designated by the Company. The Company will post no later than May 31 of each year the time of this two week vacation period. Employees entitled to this vacation time will not be scheduled to work unless it is on a voluntary basis.

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

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

An employee will request his "time off through his immediate foreman and personnel department at least ninety (90) days in advance.

Providing the "time off" is cleared, the employee will be given a clearance sixty (60) days in advance of the selected "time off", providing no other employee with more seniority has selected the same time.

Any employee requesting their "extra vacation time" with less than sixty (60) days advance notice will be waiving their priority by seniority.

Those employees who are eligible may work the third and fourth week of their vacation receiving vacation pay at designated rates in addition to their regular wages.

ARTICLE 25 SHIFT PREMIUMS

A premium for work performed on the second and third shifts shall be paid as follows

The premium for work performed on the 2nd shift will be twenty-four cents (\$.24) per hour.

The premium for work performed on the 3rd shift will be twenty-six cents (\$.26) per hour.

Effective September 1, 1989 the premium for work performed on the 2nd and 3rd shifts will be twenty-six cents (\$.26) per hour and thirty cents (\$.30) per hour respectively.

ARTICLE 26 BEREAVEMENT PAY

When death occurs in an employee's immediate family, i.e. current spouse, parent, parent of current spouse, employee's or current spouse's grandparent or grandchild, stepparents, stepbrother, ~~step-sister~~, brother-

in-law, ~~sister-in-law~~, child, brother or sister, an employee on request will be excused for any three (3) days (excluding Saturdays and Sundays) immediately following the date of death. After making written application thereof, the employee shall receive pay for any scheduled days of work for which he is excused (excluding Saturdays and Sundays). Payment shall be made at the employee's straight time hourly rate on the last day worked exclusive of shift and overtime premiums but including the amount of any cost-of-living allowance then in effect.

ARTICLE 27 JURY DUTY

Jury Duty and Witness Pay will be provided with the following provisions:

The Company agrees to pay to employees with seniority, who are called to Jury Duty or as a Crown Witness, the difference between his normal straight time earnings, based on eight (8) hours pay at his regular hourly rate, for each scheduled shift involved and the fee received for Jury Duty or as a Witness.

The employee must substantiate his claim with a court certificate of attendance.

ARTICLE 28 WAGES

(a) Wages shall be set forth in Appendix "A" and shall remain in effect for the life of this agreement.

(b) There shall be established classifications for moulders as:

Moulder Learners
Moulders

(c) Upon completion of 30, 60, 90 days as outlined in Appendix "A".

(d) Application of Rate Classifications as set down in Appendix "A" will be as follows:

All new rate changes shall be added to the straight time hourly rate, on the pay period coincident with or following the date shown in Appendix "A" of this agreement.

(e) All employees will be paid on a weekly basis.

(9) New employees shall be hired at **10%** below the current base labour rate. Progression to the full rate of pay for the classification in which the employee works shall be in four increments of sixty, one hundred and twenty, one hundred and eighty and two hundred and forty (60, 120, 180, and 240) working and W.C.B. (Workers' Compensation Board) days with **twenty-five percent (25%)** of the differential paid upon completion of each sixty (60) working days.

New employees hired into or assigned to a classification other than labour shall at the completion of **sixty (60)** working days receive the rate of that classification less the new hire differential.

During the accumulation of two hundred and forty (240) working and W.C.B. days, all base rate or incremental C.O.L.A. increases will be added directly, at the time they become effective, to the current rate at which the employee is being paid. Any newly hired employee having gained seniority will be governed, for purposes of layoffs and recalls (Article 10) and job bidding and transfers (Article 11), similar to all other employees.

(g) All earnings derived from incentive jobs will be processed for payroll no later than thirty (30) days following production.

ARTICLE 29 ADMINISTRATION OF DISCIPLINE

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

No written disciplinary action shall remain against an employee's record for a period longer than ~~twenty-four~~ (24) months but is subject to review at the end of twelve (12) month intervals.

ARTICLE 30 DOWN TIME

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

ARTICLE 31 SCRAP ALLOWANCE

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

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

4. Miss-runs — — where cold metal is at fault.
5. Broken Castings — — The Company will accept full responsibility.
6. Whencastings that would otherwise bescrap (the fault of the moulder) are repaired by welding etc. no allowance will be made to the moulder.

ARTICLE 32 SOCIAL SERVICES

In order to ensure that coverage of Social Benefits will commence at the earliest possible time, the following formula will be used

All employees who have completed sixty (60) working days by the end of a month will be registered with the appropriate insurance carriers, as of the first day of the following month.

1. Ontario Health Insurance Plan (O.H.I.P.)

100% of the premium cost for eligible employees and their eligible dependents.

2. Semi-Private Hospital Coverage

100% of the premium cost for eligible employees and their eligible dependents

3. Group Life Insurance

September 1, 1988	—	\$13,000
September 1, 1989	—	\$15,000
September 1, 1990	—	\$15,000

4. AD. & D

September 1, 1988	—	\$13,000
September 1, 1989	—	\$15,000
September 1, 1990	—	\$15,000

5. Prescription Drug Plan

100% of the premium cost of a thirty-five (\$.35) cents

deductible per prescription drug plan as presently provided, or an equivalent plan for eligible employees, and their eligible dependents.

6. Vision Care Plan

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

September 1, 1988	—	\$ 80
September 1, 1989	—	\$ 90
September 1, 1990	—	\$100

7. Weekly Indemnity

100% of the premium cost for the plan which pays ~~66-~~ 2/3% of the employee's basic wage, to the maximum weekly benefit payable under the Unemployment Insurance Commission for eligible employees. Weekly indemnity benefits will be paid commencing on the first day of disability due to an accident, the sixth day, or the first day of hospitalization, whichever is the earlier, of a disability due to sickness.

The weekly benefits are to be administered on a ~~U.I.C. carve-out~~ basis; that is, benefits will not be paid during the third to seventeenth weeks of disability if the employee is eligible for U.I.C. benefits. If the employee is still disabled after seventeen weeks, weekly benefits will be reinstated for the duration of the disability period up to a maximum total disability period of ~~thirty-~~ six (36) weeks.

8. Effective September 1, 1990 — Long Term Disability

Employees with 20 years seniority — \$500/month

Employees with 15 years seniority — \$400/month
Employees with 10 years seniority — \$200/month

9. Group Dental Plan — After One Year Of Seniority

Current O.D.A. Schedule

General

If an employee is off work due to sickness or accident and receiving weekly indemnity payments from either the group insurance plan, the Unemployment Insurance Commission, or from the Workers' Compensation Board, the Company will pay the premiums for the balance of the month in which the sickness or accident occurs and also for a period of up to five (5) months following the initial month of sickness and accident.

In the event of a layoff the Company will pay the premiums for the balance of the month.

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

ARTICLE 33 STATUS OF LEADERS

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

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

In all matters requiring disciplinary authority a fore person will be delegated dual responsibility to control areas other than their normal departmental functions.

Group leaders shall be paid a minimum of ten cents (\$.10) per hour, over the highest rate in the group that they lead.

It is understood that group leaders do not have any preferred seniority within the production group.

ARTICLE 34 TOOL ALLOWANCE

Employees in the maintenance department who are required to maintain a personally owned tool kit will receive a tool replacement allowance of one hundred dollars (\$100) per year. This allowance will be paid in October of each year. To qualify for this allowance participants must have worked in this department for the previous twelve (12) months.

In the second year of the agreement the tool allowance for the Maintenance Department will increase to one hundred ten dollars (\$110.00).

In the third year of the agreement the tool allowance for the Maintenance Department will increase to one hundred twenty dollars (\$120.00).

ARTICLE 35 PENSIONS

The Company agrees to provide a registered retirement pension plan for all bargaining unit employees as provided for in:

- (a) the memorandum of agreement dated November 20th, 1978 and
- (b) the Pension Plan for hourly rated employees of the Benn Iron Foundry Limited, September 1st, 1988 as amended.



September 1st, 1988 — benefit level is
\$11.00/month/years of service

September 1st, 1989 — benefit level is
\$12.00/month/years of service

September 1st, 1990 — benefit level is
\$13.00/month/years of service

ARTICLE 36 APPLICATION OF WAGE CHANGES

Wage rates as per Appendix "A" will become applicable on date of:

October 5, 1989	\$.10
October 4, 1990	\$.10

**ARTICLE 37 APPLICATION OF
COST OF LIVING ADJUSTMENT**

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

ARTICLE 38 GENERAL

Where the masculine pronoun is used in this agreement, it shall mean and include the feminine pronoun where the context so requires.

ARTICLE 39 DURATION OF AGREEMENT

This agreement signed this ~~September 1, 1988~~ shall become effective as of the 1st day of September, 1988, and remain in effect until August 31st, 1991 and from year to year thereafter unless either party to this agreement advises the other party of its desire to terminate the agreement. If such notice is given it must be given within two (2) months prior to termination date. Such termination shall become effective on the termination date set forth.

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

ARTICLE 40 STRIKES AND LOCKOUT

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

FOR THE COMPANY:

**Benn Iron Foundry Limited
Wallaceburg, Ontario**

D.B. Benn

M. Karrangus

R.P. Fraser

FOR THE UNION:

**The International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America UAW Local 251**

Stewart Santsche (*Chairperson*)

Kevin Green (*Committeeperson*)

Joan Rinfret (*Committeeperson*)

Pam Wright-Aarseen (*Committeeperson*)

Joe Strik (*President Local 251*)

Bill Ward (*International Representative— UAW*)

APPENDIX “A”

The following classifications are for purposes of job bidding and transfers, and describe generally what department and what type of work the employee may normally perform. It is not a guarantee that the employee will perform work only in that classification in that department. All employees will be from time to time scheduled to perform activities other than in their regular classification depending on work flow and schedules.

DEPARTMENT AND CLASSIFICATION

	Sept. 1, 1988	Oct. 5 1989	Oct. 4 1990
Moulding Department			
Utility	12.79	13.04	13.14
Moulders Guarantee			

	Sept. 1, 1988	Oct. 5 1989	Oct. 5 1989
Normal or Down Time	12.79	13.04	13.14
Moulding	12.79	13.04	13.14
• Squeezer	12.79	13.04	13.14
• Cope & Drag	12.79	13.04	13.14
• Side Floor	12.79	13.04	13.14
* 2016 Blowmatic Operator	13.22	13.47	13.57
* 3230 Blowmatic Operator	13.22	13.47	13.57
* Disamatic	13.22	13.47	13.57
Moulder Learner			
1 – 30 Days	12.64	12.89	12.99
31 – 60 Days	12.69	12.94	13.04
61 – 90 Days	12.74	12.99	13.09
Moulder Guarantee			
* “Low Productivity”	12.05	12.15	12.25
* Pattern & Tool Repair	12.99	13.24	13.34

Moulder Piece Work Rates:

Piece work rates for mouldersto incorporate the “add ons” from the previous agreement plus the hourly increases, and the cost of living increases of this contract.

Finishing Department

Shot Blast Operator	12.69	12.84	12.94
• Pedestal Grinder	12.69	12.84	12.94
* Grinder Chipper Hand	12.69	12.84	12.94
• Bench Work	12.69	12.84	12.94
cut Off	12.69	12.84	12.94
Dip Painting	12.69	12.84	12.94
Annealing Furnace			
Operator	12.69	12.84	12.94
* Inspector Grade 1	12.69	12.84	12.94
• Inspector Grade 2	12.74	12.89	12.99
• Inspector Grade 3	12.89	13.04	13.14

	Sept. 1, 1988	Oct. 5 1989	Oct. 5 1989
• Lift Truck Operator	12.84	12.99	13.09
Labour Heavy	12.64	12.79	12.89

Oil Sand Core Department

Machine Operator Heavy	12.79	12.89	12.99
Machine Operator Light	12.56	12.66	12.76
* Sand Mixing Operator	12.79	12.89	12.99
Oven, Tender	12.74	12.84	12.94
* Core Assembly (6 cores or more)	12.51	12.61	12.71
Assembly Core Selector	12.46	12.56	12.66
† Labour Heavy	12.64	12.74	12.84
† Labour Light	12.36	12.46	12.56
* Core Wash	12.46	12.56	12.66
A.B.C. Machine Operator	12.79	12.89	12.99
* Core Assembly Inspection	12.36	12.61	12.71

Shell Core Department

Machine Operator Heavy	12.79	12.89	12.99
Machine Operator Light	12.56	12.66	12.76
* Sand Mixing Operator	12.79	12.89	12.99
• Core Assembly (6 cores or more)	12.51	12.61	12.71
† Labour Heavy	12.64	12.74	12.84
† Labour Light	12.36	12.46	12.56
* Core Wash	12.46	12.56	12.66
U180 Coldbox	12.79	12.89	12.99

Melting, Pouring, and Shakeout Department

* Induction Furnace Melter	13.24	13.44	13.54
Metal Weigher & Charger	12.89	12.99	13.09
* Metal Pourer	12.99	13.19	13.29
† Mould Shifter	12.69	12.79	12.89
† Shakeout	12.69	12.79	12.89
* Refractory Repair	12.89	12.99	13.09
† Heavy Labour	12.64	12.74	12.84

	Sept. 1, 1988	Oct. 5 1989	Oct. 5 1989
Maintenance Department			
* Level 1	12.94	13.24	13.64
• Level 2	13.24	13.54	13.94
* Level 3	13.39	13.69	14.09
* Classifications that require extended training and/or education background.			
† Entry level classifications.			

WAGE INCREASES AND C. O. L. A.

Date of Commencement

Scheduled Date

1988	1989
Oct. 6 — Cola	Jan. 5 — Cola
	Apr. 6 — Cola
	July 6 — Cola
	Oct. 5 — Cola & Wage Increase
1990	1991
Jan. 4 — Cola	Jan. 3 — Cola
April 5 — Cola	Apr. 4 — Cola
July 5 — Cola	July 4 — Cola
Oct. 4 — Cola & Wage Increase	

APPENDIX "B"

COST OF LIVING ALLOWANCE

1. The Cost of Living Allowance will be determined in the manner and to the extent hereinafter set forth in accordance with the changes in the consumer price index, published by the Dominion Bureau of Statistics.

2. The Cost of Living Allowance provided for herein shall be added to or subtracted from the straight time hourly earnings to each employee. Effective September 1, 1988, the cost of living allowance float in the amount of one dollar and twenty-five cents (\$1.25) will be transferred to the classification base rates. The Cost of Living Allowance will not be adjusted thereafter until October 6, 1988, and thereafter on the basis as follows:

3. The first adjustment will be in the first pay period coincident or following October 6, 1988, and based upon the index for August 1988, as compared to the index of May 1988. A one cent (\$.01) adjustment will be made for each 0.40 movement of the index (1971 Base).

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

January 1989, April 1989, July 1989, October 1989, January 1990, April 1990, July 1990, October 1990, January 1991, April 1991, July 1991.

Based on the index of:

November 1988, February 1989, May 1989, August 1989, November 1989, February 1990, May 1990, August 1990, November 1990, February 1991, May 1991.

5. Reduction in the Cost of Living index will result in a reduction of the Cost of Living Allowance. However, a reduction in the Cost of Living Allowance will not take place if the index falls below the May 1988 index figure.

6. In the event of the Dominion Bureau of Statistics not issuing the consumer price index on or before the

beginning of the first pay period, in the quarterly period subject to adjustment, any adjustment required will be made at the beginning of the first period following the receipt of the index figure.

7. No adjustments retroactive or otherwise shall be made due to any revision which may later be made in any published Dominion Bureau of Statistics consumer price index

8. Continuation of the Cost of Living Allowance is dependent upon the availability of the official monthly Dominion Bureau of Statistics Consumer Price Index, calculated on the same basis, and in the same form as that published for August 1988.

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

September 1, 1988

U.A.W. Local 251,
P.O. Box 423,
88 Elm Drive,
WALLACEBURG, Ontario
N8A 4X1

Attention: Joe Strik

Dear Sir:

LETTER OF INTENT

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

Yours truly,

BENN IRON FOUNDRY LIMITED

D.B. Benn
President & General Manager

DBB/II

September 1, 1988

U.A.W. Local 251,
P.O. Box 423,
88 Elm Drive,
WALLACEBURG, Ontario
N8A 4X1

Attention: Joe Strik

Dear Sir:

In the application of new representation language "such permissions shall not be unreasonably withheld", it is understood that a supervisor will not detain a representative from performing legitimate representation and by the same token the representative will understand the occasional need to complete a job in the interest of continuing production before leaving for legitimate union business.

It is also recognized that a supervisor does not necessarily want to know the details of such union business but should be given enough information to establish that such union business is legitimate under the union agreement.

Yours truly,

BENN IRON FOUNDRY LIMITED

D.B. Benn
President & General Manager

DBB/II

cc: Chairman

September 1, 1988

U.A.W., Local 251,
P.O. Box 423,
88 Elm Drive,
WALLACEBURG, Ontario.
N8A 4X1

Attention: Joe Strik

Dear Sir:

LETTER OF INTENT — MEDICAL CLAIM REVIEW

- Step 1 — If an employee objects to the Insurance Company's disposition of a claim, the objection must be filed in writing and submitted to the Personnel Manager.
- Step 2 — The Employee Relations Manager will review the filed objection and reply to the employee.
- Step 3 — If the matter is still not resolved, a meeting will be scheduled and will include the Personnel Manager, a Union Representative and a representative of the Insurance Company who will issue a final disposition of the matter.

Yours truly,

BENN IRON FOUNDRY LIMITED

D.B. Benn
President & General Manager

DBB/ll

September 1, 1988

U.A.W. Local 251,
P.O. Box 423,
88 Elm Street,
WALLACEBURG, Ontario.
N8A 4X1

Attention: Joe Strik

Dear Sir:

SUBJECT MOULDERS INCENTIVE RATES

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

It must be understood and accepted that with the large number of "new jobs" received during this last year or so (upwards of some 2,000), that it will take a long time to deal with such a large group.

In addition, it must be understood that many of the production runs will be "so short" that it will not be practical to place incentive rates upon them.

ON BEHALF OF THE COMPANY
BENN IRON FOUNDRY LIMITED

D.B. Benn
President & General Manager

DBB/II

September 1, 1988

U.A.W. Local 251,
P.O. Box 423,
88 Elm Drive,
Wallaceburg, Ontario.
N8A 4X1

Attention: Joe Strik

Dear Sir:

LETTER OF INTENT – PAYROLL DEDUCTIONS

During our recent negotiations, it was agreed that the following items may be included as regular payroll deductions:

- Social Club
- Canadian Savings Bonds

Yours truly,

BENN IRON FOUNDRY LIMITED

D.B. Benn
President & General Manager

DBB/II

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