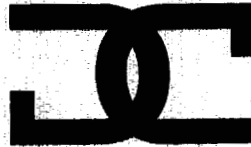


SOURCE	CO.
EFF.	950519
TERM.	980518
No. OF EMPLOYEES	750
NOMBRE D'EMPLOYÉS	80



COLLECTIVE AGREEMENT
BETWEEN
DOMINION CASTINGS LIMITED
AND
THE UNITED STEEL WORKERS OF AMERICA
LOCAL 9392

EFFECTIVE

May 19, 1995

to

May 18, 1998

NOV -3 1995

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**COLLECTIVE AGREEMENT
BETWEEN**

DOMINION CASTINGS LIMITED
(herein after called the "Company")

AND

THE UNITED STEELWORKERS OF AMERICA
(hereinafter called the "**Union**")

PURPOSE;

The general purpose of this Agreement is to establish and maintain a co-operative relationship between the Union and the Company. To provide procedures for the prompt disposition of grievances and to set forth negotiated conditions of employment for all employees who are subject to the provisions of this Agreement.

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees in Hamilton, Ontario save and except Supervisors, persons above the rank of Supervisor, Professional Engineers employed in their professional capacity, medical staff, office clerical and sales staff
- 1.02 Any changes or amendments to this Agreement during its term shall be incorporated only with mutual agreement between the Company and the Union.
- 1.03 The term "employee" or "employees" whenever used herein shall mean only those employees coming within the bargaining unit as described above.
- 1.04 Non bargaining unit employees shall not work on jobs in the bargaining unit, except for purposes of instruction, experimenting, emergencies, or when regular qualified employees are not immediately available. Every attempt will be made to get a qualified bargaining unit employee to fill the position as quickly as possible. The Company will provide job descriptions for all bargaining unit jobs.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The right to maintain order, discipline, and efficiency; to make, alter, and enforce from time to time rules and regulations, policies, and practices to be observed by its employees; to discipline and discharge for just cause.
- 2.02 The right to select, hire and control employees; to transfer, assign, promote, demote, classify, lay-off, recall, suspend, and retire employees as long **as** there is not a violation of any Pension Plan or Pension Legislation; to plan, direct and control plant operations; to select and retain employees for positions excluded from the bargaining unit, and to transfer employees into the bargaining unit **as** follows. Employees transferred out of the bargaining unit will not be entitled to service for seniority purposes for all times spent out of the bargaining unit for a period up to six (6) months. If they return to the bargaining **unit** during those six (6) months, they retain ail prior seniority entitlement. If they return to the bargaining unit **after** six (6) months, they shall be considered a probationary employee and will receive Company seniority for vacation and pension purposes **only**.
- 2.03 The right to determine the location of its operations and their commencement, expansion, curtailment, or discontinuance; the direction of the working forces; the products to be manufactured; the standards of production; sub-contracting of work to either union or non-union subcontractors as the need may dictate; the schedules of work and of production; the number of shifts; the methods, processes and means of performing work; job content and requirements; quality and **quantity** standards; the qualifications of the employees; the use of improved methods, machinery and equipment; whether there shall be **overtime** work and the right to schedule overtime work, subject to the overtime clause of **this** Agreement hereof, who shall perform such work; the number **of** employees needed by the Company at any time and how many shall operate or work on any job, operation, machine or production line; the number of hours worked; starting and quitting times subject to the terms of this Agreement. And generally, the right to manage its business in all respects in accordance with its commitments and responsibilities, without interference, are solely and exclusively the right of the Company.

2.04 The Company will endeavour, as much as possible, to offer appropriate work to its employees rather than to contract it out, providing that the employees are qualified to perform the work, the Company has the appropriate equipment and space, the internal bid is cost competitive, and time constraints allow such consideration. In the event the Company does contract out work, such decision to do so shall not result in a lay-off or reduction in regular scheduled hours of bargaining unit employees.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Company agrees that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, ethnic origin, colour, religion and record of offences.
- 3.02 The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members and officers of the Union and to participate in its activities.
- 3.03 The Union agrees that except as provided for in this Agreement, there shall be no Union activity on the premises of the Company during the employees' working hours except with permission of the Company.
- 3.04 All references to employees in this Agreement both male and female and whenever the male or female gender is used, it shall be construed to include both male and female employees.

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CONSULTATION PROVISION

- 3.05 On the request of either party, the Company and Union shall meet at least once every two (2) months, for the purpose of discussing issues related to the workplace which affect the parties or any employee bound by this Agreement.
 - (1) The Company will recognize up to three (3) Union members as appointed by the Union.

(2) Any Union member involved who loses time from a scheduled ~~shift~~ will be reimbursed ~~up~~ to a maximum of two (2) hours pay for attending such meeting.

ARTICLE 4 - UNION SECURITY

- 4.01 The Company agrees to deduct from every pay Union Dues and fees from each employee as prescribed by the Constitution of the Union.
- 4.02 The **Company** agrees that all employees shall become and remain members of the Union **as** a condition **of** their continued employment.
- 4.03 The Company shall remit the amounts *so* deducted, prior to the fifteenth (15th) day of the month following, by cheque, **as** directed by the Union payable to the International Secretary Treasurer, United Steelworkers of America, P.O. Box 13083, Postal Station "A", Toronto, ON M5W 1V7.
- 4.04 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. This statement shall also show the total gross earnings and total hours worked for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.
- 4.05 The Company shall provide the Union, monthly, with a list of those employees:
1. Recalled to work
 2. Newly hired
 3. Quit
 4. Who submitted a change of address
 5. Laid off
- 4.06 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made **or** payments made in accordance with this Article.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedures established by **this** Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of **this** Agreement the Union nor any employee shall take part in, or call, or encourage, any strike, picketing, slowdown, or any suspension of, or stoppage of, or interference with, work or production which shall in anyway affect the operations of the Company, and the Company agrees that it will not engage in any lockout during the term of **this** Agreement. Any employee who participates in any of the foregoing conduct will be subject to disciplinary measures.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Company acknowledges the right of the Union to appoint or otherwise select Shop Stewards and Divisional Chief Stewards for the purpose of representing employees in the handling of Complaints and grievances.
- 6.02 The Company agrees to recognize one (1) Union Steward for every thirty-five (35) employees in the Primary Division, the Railway Finishing Division, and the Diesel Machining and Finishing Division. In addition the Company agrees to recognize two (2) Union Stewards from Maintenance. If there should be any reduction in the workforce the number of recognized Union Stewards will also be adjusted to the same ratio. In the case where there should be more than one (1) Steward on a shift, and if a problem should arise, one (1) Steward only will be appointed as the Union representative to resolve the problem.
- 6.03 The Company shall be notified by the Union of the names of the Shop Steward and any changes made thereto. The Company shall not be obliged to recognize any Shop Steward, committee member, or Union Officer **util** it has been formally notified.
- 6.04 The Company agrees to recognize a Union Grievance Committee of not more than three (3) seniority employees of the Company.

- 6.05 Shop Stewards, members of committees and Union Officers have regular duties to perform on behalf of the Company. The provision for Shop Stewards and other Union Officials to leave their regular duties during working hours is based on the understanding that the time shall be devoted to the prompt handling of legitimate grievances of employees **within** their designated area on his regular **shift**. Permission must be obtained from their Supervisor before leaving their regular duties and such permission will not be unreasonably withheld. When assuming their regular duties they shall report back to their Supervisor.
- 6.06 The Company agrees that Stewards and Grievance Committeemen shall not suffer loss of pay for any time spent in the handling of grievances during their regular scheduled **shift**.

ARTICLE 7 - NEGOTIATING COMMITTEE

- 7.01 The Company agrees to recognize a Negotiating Committee of not more than five (5) seniority employees. The negotiating Committee shall consist of up to five (5) members selected by the Union along with a representative of the International **Union**.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between **an** employee and the Company with respect to the application, interpretation **or** alleged violation of this Agreement shall be resolved **as** quickly **as** possible.
- 8.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the **Union**, has first given his immediate Supervisor an opportunity to address the complaint.
- 8.03 All time limits referred to in the grievance procedure are exclusive of Saturdays, Sundays or holidays as set out in this Agreement.
- 8.04 The Company shall not be required to consider any grievance which is not presented within five (5) working days after the grievor or the Union first became aware of the alleged violation of the Agreement. Thereafter the time limits in the Grievance Procedure shall be considered directionary and not mandatory.

8.05 If after registering the complaint with the Supervisor and such complaint is not settled within two (2) working days or within a longer period which may have been agreed to by both parties, then the following steps of the Grievance Procedure may be invoked.

STEP 1

The grievance shall be submitted in writing on a form supplied by the Union and signed by the employee and by a Union representative. The Supervisor shall meet with the employee's Union Steward within two (2) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if agreed to by both parties. The Supervisor shall within a further three (3) working days, give his answer on the grievance form and return it to the Union.

STEP 2

If the decision of the immediate Supervisor is not satisfactory, the grievance may be submitted to the Department Manager who shall within four (4) working days hold a meeting with the Divisional Chief Steward in a further attempt to resolve the grievance. The Department Manager shall within a further three (3) working days, give his decision in writing, on the grievance form and return it to the Union.

STEP 3

If the grievance still remains unsettled at the conclusion of step two, the grievance may be submitted to the Human Resources Manager who shall within four (4) working days, hold a meeting between the Union Grievance Committee and the appropriate representatives of Management, in a final attempt to resolve the grievance. A Staff Representative of the Union may be present at this meeting if requested by either party. The grievor may be present at this meeting if agreed to by both parties.

The Human Resources Manager shall within a further three (3) working days, give his decision, in writing, to the Union on or attached to the grievance form.

8.06 If final settlement of the grievance is not reached at step three, then the Grievance may be deferred in writing by either Party to Arbitration as provided in Article 10, Arbitration, at any time within thirty (30) calendar days after the decision is received under Step Three.

ARTICLE 9 - DISCHARGE AND DISCIPLINARY ACTION

- 9.01 A claim by a seniority employee that has been discharged or suspended without just cause shall be treated as a grievance and shall commence at Step 3 of the grievance procedure provided a written grievance, signed by the employee and a Union Representative is presented to the Manager of Human Resources within five (5) days after the employee receives notice of discharge or suspension. An accumulation of disciplinary action on an employees record provides a foundation for just cause.
- 9.02 All discipline for absenteeism, tardiness, minor safety infractions, job performance, and conduct in the workplace, will be removed after twenty-four (24) months of discipline free behaviour,

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ARTICLE 10 - ARBITRATION

- 10.01 The arbitration procedure in this Agreement shall be based on the use of a single Arbitrator who's decision shall be final and binding upon the parties and upon any employee affected by it.
- 10.02 The single Arbitrator shall be designated by the Employer and the Union.
- 10.03 Failing agreement on the selection of an Arbitrator within five (5) days the matter shall be referred to the Ministry of Labour, who shall appoint the Arbitrator.
- 10.04 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 10.05 The fees and the charges of the Arbitrator shall be borne equally by the Company and the Union.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11.01 The standard work week for all employees scheduled to work an eight (8) hour shift schedule shall be forty (40) hours made up five (5) consecutive days of eight (8) hours each.

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- 11.02 For those employees who are scheduled to work on the eight hour shift schedule, all work performed by an employee beyond his normal daily scheduled hours and all work performed on his regular scheduled days ~~off~~ shall be paid at the rate of time and one-half (1 1/2).
- 11.03 For those employees who are scheduled to work on the twelve (12) hour shift schedule overtime shall be paid for all work performed by an employee beyond his normal daily scheduled hours, for all work performed on his day(s) ~~off~~, and in excess of eighty (80) hours in a bi-weekly pay period.
- 11.04 For those employees working shifts of twelve (12) hours, shifts schedules shall consist of one week of thirty-six (36) hours and the second week of forty-eight (48) hours in a two (2) week pay period.
- 11.05 Nothing in this article shall be so construed to mean a guarantee of hours of work per day or per week.
- 11.06 There shall be no pyramiding of overtime rates.
- 11.07 Employees agree to cooperate in meeting the Company's overtime requirements. The Company will give as much notice of overtime as is reasonably possible. If the Company is not able to secure sufficient qualified manpower on a voluntary basis then the junior qualified employee(s) shall be scheduled to work the required overtime.
- 11.08 Employees who are scheduled to work an eight (8) hour shift schedule shall be allowed a paid ten (10) minute rest period approximately half way through the first half of each shift and a paid twenty (20) minute lunch period.
- 11.09 Employees who are scheduled to work a twelve (12) hour shift schedule shall be allowed two paid ten (10) minute rest periods and two paid twenty (20) minute lunch periods.
- 11.10 Employees working overtime for the two (2) or more hours will be allowed a ten (10) minute rest period at the beginning of each two (2) hour period worked.

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- 11.11 Employees working overtime for four (4) or more hours, without being notified on the previous day, shall be entitled to have a paid meal provided to them or a \$5.00 meal allowance.
- 11.12 Schedules of work for each calendar week shall be posted or otherwise made known to employees by 2:00 P.M. Thursday of the preceding week.
- 11.13 When an employee's work schedule is changed during the week the employee will be paid at time and one half (1 1/2) for the straight time worked on the first re-scheduled working day.
- 11.14 It is the intent of the Company to provide employees a fifteen (15) minute wash up time on all non continuous production jobs. It is also understood that the Maintenance Department will be provided wash up time unless their duties are required to maintain production equipment.

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ARTICLE 12 - REPORTING ALLOWANCE

- 12.01 In the event that an employee reports for work on his regular shift, without having previously been notified not to report, he will be given at least three (3) hours work at his regular rate of pay, or if no work is available, he will be paid the equivalent of three (3) hours at his regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

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ARTICLE 13 - CALL-IN-PAY

- 13.01 Employees who are called back to work after 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) Four (4) hours at straighttime.
 - (b) One and one half (1 1/2) straighttime for all hours worked.

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ARTICLE 14 - SENIORITY

14.01 (a) **An** employee shall not have any seniority, and shall be considered as a probationary employee until he shall have attained seniority status by actually working a total of ninety (90) scheduled shifts or seven hundred and twenty (720) hours on his regular job which ever comes first.

(b) Employees' hired **as** summer students, co-op students, shall not attain seniority status.

14.02 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in cases of vacancies within the bargaining unit, layoffs, recalls from layoffs and job postings the senior employee shall be given preference providing such employee **is** qualified and able to **perform the job**.

14.03 Seniority shall be maintained **and** accumulated until it is lost under 14.04 below.

14.04 **An** employee shall lose all seniority rights if:

- 1) the employee voluntarily quits.
- 2) the employee is discharged for **just** cause and is not reinstated in accordance with the provisions of **this** Agreement.
- 3) the employee is laid off and fails to report for work **within** five **(5)** days **after** being notified to do **so** by the employer by registered mail to the last **known** address.
- 4) an employee is absent for two (2) days without notifying the company or without reasonable cause.
- 5) an employee overstays a leave of absence without permission.
- 6) an employee **has** been on layoff for twelve (12) months or a time equivalent to **his** length of seniority whichever is the lesser period.
- 7) an employee walks off the job and leaves the premises without permission.

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- 14.05 An employee's reinstatement after sick leave or non-occupational injury will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered and capable of performing his regular job.
- 14.06 Seniority referred to in this Agreement shall be on a plant seniority basis in regards to lay-offs. In the event a department is required to curtail operations for an extended period, the Company will have a twenty-one (21) day grace period to recall employees by seniority to other jobs throughout the plant providing the employee has the experience and the qualifications to perform the job.
- 14.07 The Union will be issued a seniority list on or about June 30th and December 31st of each year. A copy will be mailed to the area office of the Union and a copy provided to the Union for posting. If the seniority list is not objected to within thirty (30) days of posting, it shall be deemed to be conclusive for all purposes.

JOB POSTINGS

- 14.08 (a) All vacancies for jobs which the employer believes will last for thirty (30) calendar days or longer, with the exception of vacancies due to extended occupational or non occupational illness or injury, and new jobs will be posted on the bulletin board for five (5) days. Job postings shall identify the department, description of job and rate of pay. All employees interested in the posted job must make application within the five (5) days from posting. Any employee prior to being off for vacation or leave of absence can make their desire to post for any particular jobs known to the Human Resources department in writing.
- (b) Seniority employees in the bargaining unit may make application for such job in the Human Resources Department. The Company will furnish each applicant with a copy of the application.
- (c) Any employee awarded or offered a job pursuant to this article will not be entitled to bid on another job for a period of twelve (12) months unless awarded position becomes redundant.
- (d) When the Company has posted a job vacancy such posting shall be deemed to apply to any additional vacancy occurring in each job for the following thirty (30) days.

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(e) Nothing contained herein shall be interpreted as requiring the Company to fill a vacancy if there are no suitable applicants. The Company may then fill the vacancy from any source, or decide not to fill the vacancy.

ARTICLE 15 - TEMPORARY TRANSFER

15.01 An employee who is temporarily transferred to meet the Company's convenience to another job for which the regular rate is less than that which the employee is receiving, will retain his former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job. This transfer must be for at least three (3) hours in a shift. If the transfer is for the convenience of the employee or in lieu of a lay-off and the rate of pay is less than the employees regular rate of pay, he shall receive the lesser rate.

ARTICLE 16 - PREFERENTIAL SENIORITY

26 A, 16.01 The Company agrees to accord a preferred seniority status for purposes of lay-off to the President, Vice President Chief Steward, and Financial Secretary providing they are qualified to perform the work required.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 The Company may grant an employee a leave of absence for emergency situations at the sole discretion of the Plant Manager.

17.02 A maximum of three (3) employees who have been elected or appointed by the Union for legitimate Union business shall be granted a leave of absence without pay for not more than five (5) days for this purpose. The Union will notify the Company in writing not less than fourteen (14) working days prior to the start of the leave. Starting in the second year and continuing through all consecutive years of this Agreement these leaves shall not exceed a total of ninety (90) days per year in respect of all such employees.

17.03 The Company shall continue to provide all benefits, at no cost to the employee, for all leaves less than thirty (30) days in duration.

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ARTICLE 18 - JURY DUTY & BEREAVEMENT LEAVE

- 18.01 A seniority employee who is summoned to and reports for jury duty shall be paid by the Company the difference between the employees regular rate exclusive of premiums for the number of hours up to either eight (8) hours or twelve (12) hours that the employee would otherwise have been scheduled to work and the daily jury duty fee paid by the Court.
- 18.02 In the event of the death of a member of the employee's immediate family, the employee is entitled to bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of death. The employee will be entitled to the bereavement leave with pay at his regular rate of wages for his normal hours of work, employees may be required to produce documentation. "Immediate family" means... spouse, parents, grandparents, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

ARTICLE 19 - PAYMENT FOR INJURED EMPLOYEES

- 19.01 In the event that an employee is injured in the performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid for wages for the balance remaining of their shift, except to the extent of the amount which for that day may be covered by the Worker's Compensation. The Company shall provide and arrange for suitable transportation for the employee to the doctor or hospital and back to the Company premises to their home as necessary at no cost to the employee.

ARTICLE 20 - PLANT HOLIDAYS

- 20.01 The Company will observe the following plant holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Floating Holiday

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The Floating Holiday must be applied for in advance and approved by Management.

- 20.02 Should one of the above statutory holidays fall on a Saturday or Sunday, another day **shall** be observed as the holiday by mutual agreement between the parties.
- 20.03 Eligible employees shall receive eight **(8)** hours pay for each holiday multiplied by the employee's regular rate of pay if their normal hours of work per day consists of eight hours. Those employee's who normally work twelve hour **shift** schedule shall receive twelve (12) hours pay for each holiday multiplied by the employee's regular rate of pay.
- 20.04 To be eligible for holiday pay, you must be an active employee and have completed three (3) months of continuous service and are required to work your last scheduled **shift** before and the first scheduled **shift** after the holiday. Also, all scheduled hours on the holiday must be worked, unless for some good reason you have been excused by your Supervisor.
- 20.05 Should a paid holiday fall during **an** employee's **annual** vacation, he will qualify for a day's pay for the holiday if he works **his** last scheduled **shift** before and **his** first scheduled **shift** after **his** vacation or the option of an additional day **off**.
- 20.06 Any scheduled work performed by an employee on any of the above named holidays shall be paid at time and one-half in addition to holiday pay.

ARTICLE 21 - VACATION WITH PAY

- 21.01 An employee who **has** one (1) year of service **as** of June 30th of the current vacation year shall be entitled to **two** (2) weeks of vacation with pay.
- 21.02 An employee who has seven (7) years of service **as** of June 30th of **the** current vacation year shall be entitled to three (3) weeks of vacation **with** pay.
- 21.03 Vacation pay for each week of vacation entitlement shall be **two** (2%) percent of gross earnings or forty **(40)** hours pay whichever is greater.

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- 21.04 Vacation shall not be accumulated or waived but must be taken within the current vacation year. Vacation pay is accumulated from July 1st to June 30th. Vacation entitlement must be taken within the calendar year.
- 21.05 Any employee who leaves the employment of the Company for any reason prior to June 30th shall receive a vacation pay based on the previous year's vacation entitlement.
- 21.06 "Gross Earnings" shall mean... earnings for the ~~fitly-two~~ (52) week period from July 1st to June 30th.
- 21.07 The Company, starting on the 15th of February will post notice to inform the employees that by April 15th, all employees must choose the date of their vacations. The Company will endeavour, when possible, to grant vacation requests by seniority. However the Company has the right to schedule vacation when necessary. Vacation schedules, once approved by the employer, shall not be changed, other than in cases of emergency, except by mutual agreement between employee and employer.
- 21.08 During any scheduled shutdowns, employees will be required to take vacation during these periods unless the Company requires them to be scheduled for work.
- 21.09 An employee shall be allowed to **take his** vacation entitlement in individual vacation days rather than scheduling his vacation entitlement in weeks if he chooses to do **so**.
- 21.10 For the purpose of vacation eligibility, continuous service time with Dofasco Foundry will be counted for those employees hired by Dominion Castings for the first nine (9) months of 1993, ~~those~~ employees who have thirteen (13) years of continuous service shall receive four (4) weeks of vacation ~~with~~ pay.

ARTICLE 22 - HEALTH & SAFETY

- 22.01 (a) The Company shall make all reasonable provisions for the health and safety of its employees. A Health and Safety Committee will consist of up to five (5) members named by the Union and up to five (5) members appointed by the Company.
- (b) The Company agrees to recognize one (1) Worker Representative and one (1) Management Representative as the "Certified Members" and will add one (1) Certified Member appointed by the **Union** and one (1) for Management in the second year of the Collective Agreement.
- 22.02 The general duties of the Occupational Health and Safety Committee shall be to enforce the provisions of the Industrial Health and Safety Acts of Ontario, **and;**
- (a) To make a monthly inspection of the plant or place of employment for the purposes of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and unsafe conditions or practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a worker whether or not such injury occurred.
- (c) To hold regular meetings every two (2) months for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections and retain minutes of these meetings.
- 22.03 The Company agrees to observe the provision of the Occupational Health and Safety Act of Ontario.
- 22.04 The Company shall supply all protective equipment and other devices deemed to be necessary to protect employees from injuries arising from their employment with the Company.
- 22.05 The Company shall pay *fifty* (\$50.00) dollars towards the cost of approved safety boots in the first year of the Agreement; fifty-five (\$55.00) dollars in the second year and sixty (\$60.00) dollars the third year of the Agreement.

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22.06 The Company shall pay ~~fifty~~ (\$50.00) dollars towards the cost of prescription safety glasses once per calendar year.

ARTICLE 23 - B _____

23.01 The Company agrees to provide Bulletin Boards in the plant for the purpose of posting Union and official information. All notices must have the approval of the Manager of Human Resources prior to posting. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

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ARTICLE 24 - WAGES

24.01 Effective May 19, 1995 the hourly wage rate for production employees will be increased ninety (\$.90) cents per hour.

Effective May 19, 1995 the hourly wage rate for trades employees will be increased One dollar and ten cents (\$1.10) per hour.

Effective May 19, 1996 the hourly wage rate for production employees will be increased thirty (\$.30) cents per hour.

Effective May 19, 1996 the hourly wage rate for trades employees will be increased thirty (\$.30) cents per hour.

Effective May 19, 1997 the hourly wage rate for production employees will be increased twenty-five (\$.25) cents per hour.

Effective May 19, 1997 the hourly wage rate for trades employees will be increased thirty-five (\$.35) cents per hour.

Lead Hands will receive an hourly wage rate one (\$1.00) dollar more than the highest paying job he is leading in the department.

SHIFT PREMIUMS

- 24.02 The Company shall pay afternoon ~~shift~~ premium of twenty five cents (\$.25) per hour for each hour worked after 2:30 p.m., and pay night shift premium of forty five cents (\$.45) per hour each hour worked after 6:30 p.m..

ARTICLE 25 - SEXUAL HARASSMENT

- 25.01 The Company and the Union are committed to maintaining a working environment which is free from sexual harassment in accordance with the provisions of the Ontario Human Rights Code. Further, Dominion Castings Limited and the United Steelworkers of America believe that the human rights of all employees must be protected, so as to ensure that every person is treated with dignity and respect.
- 25.02 The Employer agrees to develop and maintain a Sexual Harassment Policy, which policy shall include a complaint investigation procedure. Such policy shall be posted on the bulletin board and attached to the collective agreement as an appendix.
- 25.03 It is agreed that if an employee is found to have breached the policy dealing with sexual harassment, such employee shall be subject to discipline up to and including termination.
- 25.04 The Employer agrees to meet on an annual basis with the Union for the purposes of reviewing the Sexual Harassment Policy and procedures.

The Company agrees to hold joint educational seminars with the Union dealing with the issues of sexual and discriminatory harassment.

ARTICLE 26 - G E N U

HUMANITY FUND

26.01 The Company agrees to deduct on a weekly basis the amount of not less than (\$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15th day of the month following, to pay the amount **so** deducted to the **Humanity** Fund and to forward such payment to: United Steelworkers of America (National Office), 234 Eglinton Avenue, East - TORONTO, Ontario. M4P 1K7 and to advise in Writing both the **Humanity** Fund at the aforementioned addresses and the local union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment **has** been made. All employee deductions are voluntary and may be cancelled upon request.

SUBSTANCE ABUSE

26.02 In addition to the serious consequences to the individual, the Company and the Union recognize that substance abuse contributes to absenteeism, as well **as** having an adverse affect on **safety**, job performance and employee morale.

The Company and the Union also agree that **this** is a serious problem and will not tolerate either reporting to work under the influence or using any illegal substance in the workplace. Any employee found to be in **this** condition will be dealt with severely up to and including immediate termination of employment.

SICK DAYS

26.03 Any employee presenting a physicians note (at no cost to the Company) to establish that he sought medical attention **during** the period of illness will not have that incident held against him for disciplinary action.

TOOL ALLOWANCE

26.04 The Company shall initiate a tool replacement program for all maintenance and pattern shop employees. The Company and the Union will agree on a listing of all hand tools that the employee is **required** to furnish for **his** personal use only. If, during the employee's workday, a personal tool is broken or deemed unsafe the tool will be replaced with a "Sears Craftsman" or similar trade name tool without cost to the employee.

All larger tools not previously noted will be purchased and furnished by the Company.

ARTICLE 27 - BENEFITS

27.01 The Company will pay the premiums for the following benefits:

7013
2013
100
76211
70K
100

Life Insurance	\$25,000	7270-5	26 C/L
AD&D	\$25,000		
Weekly Indemnity	Waiting period 120 days 35 week maximum benefit period 66 2/3 of current wages		24 567595
Healthcare year	Individual Deductible \$25 each calendar year Family Deductible \$50 each calendar year Reimbursement Levels: Chronic Care 100% All other expenses 80%		
Dental Care year	Individual Deductible \$25 each calendar year Family Deductible \$50 each calendar year Reimbursement Level: 80% Plan Maximum: \$1,500 each calendar year Current year fee guide		21 14

79-5
80-9
814) 498
2
82-1

RRSP Employee can contribute any amount up to a maximum amount equal to 2.5% of regular hours worked, ~~matched~~ by the Company quarterly.

ARTICLE 28 - LETTERS OF AGREEMENT

GAINSHARING

28.01 The current gainsharing program will remain in effect for the life of the Collective Agreement.

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JOB EVALUATION PROGRAM

28.02 The Company and the Union mutually agree to implement the SES job evaluation program during the life of the present Agreement.

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Memorandum of Understanding

The Company and the Union mutually agree to implement the SES Program within the first year of the Collective Agreement to evaluate and classify the hourly production at Dominion Castings Limited.

The SES Program will be used to rank the jobs and apply corresponding hourly wage rates within the existing wage structure. The implementation of the results of **this** evaluation will be (1) on an **annual** anniversary date of the present Agreement, (2) at the end of the present Agreement, or (3) on a date mutually agreed to by the parties.

It is understood that during the life of **this** Agreement no bargaining unit employee will suffer a wage loss while working at a job that is evaluated at a lower wage rate **so long as** the employee remains in **such** job.

Dated: _____

For the Company:

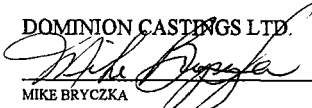
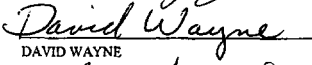
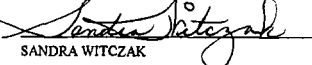
For the Union:


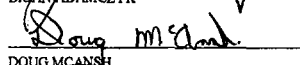
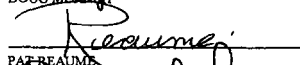
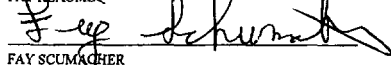


ARTICLE 29 - DURATION

- 29.01 This Agreement shall become ~~effective on May 19, 1995~~ and shall continue in full force and effect up to and including ~~May 18, 1998~~
- 29.02 Either party desiring to renew or amend this Agreement must give notice in writing of its intention during the last ninety (90) days of its operation.
- 29.03 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence no later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.
- 29.04 If pursuant to such negotiation, or if no notice is given, and an agreement on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.

DULY EXECUTED by the parties hereto at the City of Hamilton as of the day and year first above written.

DOMINION CASTINGS LTD.

MIKE BRYCZKA

DAVID WAYNE

SANDRA WITCZAK

UNITED STEELWORKERS OF AMERICA

BRIAN ADAMCZYK

DOUG MCANSH

PAT BEAUME

FAY SCUMACHER

DOMINION CASTINGS LIMITED
POLICY MANUAL
HUMAN RIGHTS -
WORKPLACE HARASSMENT

7/7
Dominion Castings Limited supports and adheres to the principles and practices set out in the Ontario Human Rights Code in all aspects of the employment relationship. Accordingly, it is the policy of Dominion Castings Limited that, as required by the Human Rights Code, every employee has the right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

The Ontario Human Rights Code further provides that every employee has a right to freedom from harassment in the work place because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offences, marital status, family status, or handicap. Dominion Castings Limited supports the right to freedom from all forms of harassment in the workplace. Accordingly, it is the responsibility of all employees, supervisors and members of management to ensure that they support practices in the workplace that comply with this commitment. Individuals, regardless of their position or length of service with Dominion Castings Limited, found to have engaged in conduct constituting harassment will be disciplined.

For the purpose of this policy, harassment means a course of conduct or comment which is derogatory or vexatious which is directed at another individual because of that person's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offences, marital status, family status or handicap and which is known or ought reasonably to be known to be unwelcome.

Examples of harassment in the workplace include, but are not limited to:

- 14
- unwelcome remarks, jokes, innuendos or taunting about a person's racial, ethnic or religious background, colour, place of birth, citizenship or ancestry.
 - the displaying of racist, derogatory, sexually suggestive or other offensive pictures or material.

- refusing to converse or work with an employee because of his or her racial or ethnic background.
- insulting gestures or jokes based on sexual, racial or ethnic grounds which cause embarrassment or awkwardness.
- unwelcome remarks or jokes about a person's body, attire, or sex; leering (suggestive staring); or unnecessary physical contact.
- implied or expressed promise of reward for complying with a sexually oriented request.
- implied or expressed threat or reprisal in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted.
- sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work

Harassment which occurs outside the workplace but which has repercussions in the work environment, adversely affecting employee relationships, may also be defined as workplace harassment.

CONFIDENTIALITY

1. Dominion Castings Limited and the United Steelworkers of America understand that it may be difficult to come forward with a complaint of harassment, particularly if the complaint regards sexual harassment. Dominion Castings Limited and the United Steelworkers of America also recognize that in such cases, the complainant may have an interest in keeping the matter confidential.
2. To protect the interests of the Complainant, the person complained against and any others who may report incidents of harassment, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

3. All records of complaints, including contents of meetings, interviews, results of investigations, and other relevant materials will be kept confidential by Dominion Castings Limited and the United Steelworkers of America, except where disclosure is required by a disciplinary or other remedial process.

INVESTIGATORS

1. Dominion Castings Limited and the United Steelworkers of America each will appoint one employee, to act as investigators under this policy.

COMPLAINT PROCEDURE - Bargaining Unit Employee

1. A person who considers that he or she has been subject to harassment or to retaliation for having brought forward a complaint of harassment is encouraged to bring the matter to the attention of the person responsible for the conduct.
2. Where the Complainant does not wish to bring the matter directly to the attention of the person responsible, or where such an approach is attempted and does not produce a satisfactory result, the Complainant should seek the advice of a Union investigator. The investigator who is contacted by the Complainant will bring the matter to the attention of the other investigator appointed under this policy. Both investigators will assist, as necessary, in dealing with the complaint. The investigators will also advise the Manager of Human Resources of the complaint.
3. If the Complainant wishes to resolve the matter on an informal basis, then one or both of the investigators, as may be appropriate, after discussion with the Complainant and with the agreement of the Complainant, may meet with the person complained about and may confidentially arrange a meeting between the two parties for the purpose of discussion, mutual understanding and agreement. At any such meeting, either party may be accompanied by a representative of their choice who is an employee of the Company.
4. In the event that resolution is not possible or desirable under the informal process or the Complainant does not wish to deal with the matter on an informal basis, he or she may file a formal written complaint. A copy of the complaint will be given to the

investigators appointed under this policy, the Manager of Human Resources and the person about whom the complaint is made. The investigators appointed under this policy shall conduct a joint investigation into such written complaint, shall issue their report arising from such investigation and shall make such recommendations to the Manager of Human Resources as they feel are appropriate. A copy of such report and recommendations shall be supplied to the Complainant and the person about whom the complaint is made. Upon receipt of the report and recommendations, the Manager of Human Resources may conduct such further investigation as may be appropriate. The Manager of Human Resources shall be responsible for taking the appropriate steps to resolve the complaint, including any necessary or appropriate disciplinary action. The Complainant, the person about whom the complaint is made and the investigators will be informed of the outcome of the investigation and any disciplinary action taken by the Manager of Human Resources.

5. In the event that the Complainant is not satisfied with the action taken by the Manager of Human Resources under paragraph 4 above or the Investigating Committee, the Complainant shall be entitled to appeal the matter, in writing, to the Appeal Committee. Such written appeal must be submitted by the Complainant within 30 days of him or her being informed by the Manager of Human Resources under paragraph 4 above of the outcome of the investigation and any disciplinary action taken. A copy of the Appeal will be given to the Complainant. The Appeal Committee will be composed of a person designated by the United Steelworkers of America, District 6 Director and a person designated by the Company. The **Appeal** Committee will seek any additional information that may be required and will issue a written report of its findings and recommendations. Copies of the Appeal Committee's report will be provided to the Manager of Human Resources, the Complainant and the person about whom the complaint is made. Upon receipt of such report and recommendations of the Appeal Committee, the Manager of Human Resources may conduct such further investigation and take such further action as may be appropriate and shall inform the Complainant, the person about whom the complaint is made and the members of the Appeal Committee of his or her decision.