

**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.
- 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 Employees transferred out of the bargaining unit will continue to pay union dues and accumulate seniority for a period of up to six (6) months from the date of such transfer out. If the employee returns to the bargaining unit within six (6) months he shall remain whole but if he returns after six (6) months he shall do so as a probationary employee and will only receive company service for vacation entitlement and pension purposes only.
- 2.05 All new and revised rules regarding or affecting employees will be issued to the Union prior to distribution to current active employees. Copies of all new or revised Company policies will be provided to the Union prior to their implementation date.

- 2.06 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.

### **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 (a) 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
  6. On the month end payroll list
- (b) The Company will provide the Union with a copy of the discipline record and attendance record of any employee who has an active grievance.
- 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 until 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.
- 6.07 The Company agrees to notify the Local Union President of a scheduled induction/orientation session so that he or his delegate may attend in the presence of a Company representative to meet new employees that will be members of the bargaining unit for purposes of introducing the Union and its' benefits.

#### **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 and may be extended by mutual agreement in writing.

- 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 Superintendent or Department Manager 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 by both parties. The Superintendent or Department Manager 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 Superintendent or Department Manager is not satisfactory, the grievance may be submitted to the Plant Manager who within four (4) working days hold a meeting with the Divisional Chief Steward in a further attempt to resolve the grievance. The Plant 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 Manager Human Resources 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 eighteen (18) months of discipline free behavior.
- 9.03 No discipline shall be given to an employee after fifteen (15) working days of the alleged offense.

## **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.
- 10.06 Prior to proceeding to Arbitration either party may request Grievance Mediation Services in an attempt to try and resolve any differences between the parties that have been referred to Arbitration. If an agreement to resolve the matter is reached that decision will be final and binding on both parties and on the grievor. The fee for the Services will be paid by both parties.

### **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.
- 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. Per the attached Letter of Agreement.

However, it is understood and agreed that employees, with the exception of Maintenance, shall have two (2) weekends off in a four (4) week period and will not be scheduled to work in excess of two (2) weekends totaling sixteen (16) hours in a four (4) week period. Any overtime hours that an employee volunteers for will not be credited towards the aforementioned sixteen (16) hours. For the purposes of this article "weekends" shall be defined as Saturday and Sunday exclusive of holidays or an employees regular days off.

Employees will not be scheduled to work overtime on the Sunday day or afternoon shifts. In the event the Company requires overtime on Sunday day or afternoon shifts, the overtime will be filled on a voluntary basis.

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.

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 ten dollar (\$10.00) meal allowance added to their next pay.

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.

#### **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 four (4) hours work at his regular rate of pay, or if no work is available, he will be paid the equivalent of four (4) 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.

#### **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 straight time.
- (b) One and one half ( 1 1/2) straight time for all hours worked.

#### **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 and/or meeting the requirements as outlined in the Letter of Agreement regarding JOB ENTRY LISTINGS.

(b) Probationary employees that are placed on modified duties exceeding the first ninety (90) scheduled shifts of the regular job they were hired into will accrue seniority status for the purposes for job posting, layoff, vacation entitlement and group insurance coverage. If the employee returns to his regular job or obtains a new regular job he will not be entitled to any graduated rate increase for the job until he has worked in that position for the required duration.

(c) Employees hired as summer students or 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 to perform the job and/or meets the requirements as outlined in the Letter of Agreement regarding job entry listing.
- 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 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) consecutive 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 who leaves or walks off the job without permission. It is agreed that the Letter of Understanding attached to the Memorandum of Settlement dated December 18, 1995 regarding the grievance of A. Burch refers to Article 14.04(7).
- 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 fourteen (14) day grace period to recall employees by seniority to other jobs throughout the plant providing the employee meets the requirements of as outlined in the Letter of Understanding regarding job entry listing. However, for jobs that require a period of training the Company will only be required to recall employees from lay-off to replace junior employees equal to ten percent (10%) of those employees to be replaced at any one time until they are able to perform the job.
- 14.07 Effective June 1, 1998 and thereafter, signed off copies of any Standard Operating Procedures (SOP) will be provided to the Union. In the event that a matter arises regarding an SOP prior to the effective date then that particular copy will be provided if it exists.

## **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) Effective June 1, 1998 and thereafter any application for a job posting will be made on a Company supplied form with the original to be properly dated, signed and submitted to the Human Resources department within the time limits and a copy of said form will be provided to the union.
- (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 six (6) months unless the 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 the job for the following thirty (30) days.

(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 sources or decide not to fill the vacancy. In cases of short training periods the most senior applicant will be placed into the job and shall have up to ten (10) working days to demonstrate his competence in the job or he may withdraw from the position or the Company may remove him due to job performance.

f) A successful bidder will be transferred to that classification in twenty one (21) calendar days or less. If the company holds that person beyond that period, that person shall be paid the base rate of the classification to which he or she bid, if higher. This time period is extended on a day-to-day basis by absence of the employee from work or by mutual agreement, in writing, between the Company and Union. In the event an employee's job is eliminated the layoff procedure/rules shall apply.

(g) Once an employee has been transferred to his new job, he will have ten (10) working days to decide whether to stay in his new job or return to his previous job. The Company shall also be able to determine during this period whether or not the employee is suitable for the new job. If, in the Company's view, the employee is found not to be suitable the Company will advise the Union of the reasons why.

The employee will not be allowed to bid on another job for a period of six (6) months from the date in which he is assigned to the new job.

Each department may train employees within their respective department for purposes of training back-up employees to the regular employees. Such training will be conducted on the spare time of the employee or off shift subject to Company approval and paid at the employees regular straight time hourly rate of his current job. The purposes of these training opportunities for "back-up" positions is to provide coverage in the event of a temporary vacancy or for vacation relief. A "back-up" position will be posted in the department where the position is required and will be awarded to the most senior applicant. However, it is understood that in the event there is a posting for a full-time position for a job, any training time accumulated under this article shall not be considered.

14.09 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 posted on the plant bulletin board. If the seniority list is not objected to within five (5) days of posting, it shall be deemed to be conclusive for all purposes.

## **ARTICLE 15 - TEMPORARY TRANSFER**

15.01 The Company can transfer any employee on a temporary basis to other work and will do so by seniority whereby the higher seniority employee will have first right of refusal if he can perform other work and if there is a lesser seniority employee available on the shift in the department that can perform the work. If the rate of pay of the job the employee is transferred to is higher than his regular hourly rate of pay then he shall receive the higher rate for a minimum of three (3) hours regardless if he works less time in the job and if the transfer is to a job that has a lower rate of pay he shall continue to receive his regular rate of pay. 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 employee's regular rate of pay he shall receive the lesser rate.

## **ARTICLE 16 - PREFERENTIAL SENIORITY**

16.01 The Company agrees that the following Local Union positions will be on permanent day shift and will have preferred seniority status for purposes of lay-off providing they are qualified to perform the work required: President, Vice-President, Financial Secretary, Grievance Committee Chairperson, Health & Safety Chairperson and the Chairperson of the Workplace Safety and Insurance Board Committee. Divisional Chief Stewards shall also have preferred seniority but will be required to work their regular shifts. Those identified as having preferential seniority shall remain on their normal job if the job is still being performed.

## **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 five (5) 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.

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.

## **ARTICLE 18 - JURY DUTY & BEREAVEMENT LEAVE**

- 18.01 A seniority employee who is summoned to and reports for jury duty or a Crown subpoenaed witness 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 the employee's immediate family, the employee is entitled to bereavement leave with pay immediately following the day of death for three (3) days up to and including the day of the funeral. 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, step-mother, step-father, step-father-in-law, and step-mother-in-law. An additional day will be granted with pay to allow an employee to attend a funeral that is 420 kilometers out of town.

## **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. The Company will ensure that Group Insurance Benefits will continue to be paid when an employee is off work due to compensable disability or Weekly Indemnity.

## **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	December 24
Canada Day	Christmas Day
Civic Holiday	Boxing Day
	Floating Holiday

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 Effective July 1, 1998 an employee who has five (5) years of service as of June 30 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.
- 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, inclusive of vacation earnings, for the fifty-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 15, all employees must choose the date of their vacations. The Company will endeavor, 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 by mutual agreement between the employee and the 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 provided he has received approval forty-eight (48) hours before the requested day of vacation.

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 and the Union agree to study, create and maintain the standards of Health and Safety to prevent occupational illness and industrial injury in the plant. In this regard the parties agree that their respective representatives shall act in a co-operative and responsible manner so as to further Health and Safety in the plant.

(b) The Company and the Union recognize the following Joint Health & Safety Committee:

(1) The Joint Health & Safety Committee will be composed of not more than six (6) Union Health & Safety representatives, one of whom shall be the Union Health & Safety Co-Chairman. The Company will be represented on such Committee by an equal number of representatives, one of whom shall be the Company Health & Safety Co-Chairman.

(2) The Union shall be entitled to appoint six (6) Health & Safety representatives and three (3) alternates whose function is to replace the Representatives in the event the Representatives are not available. The Union shall advise the Company in writing of the names of the employees so appointed.

(c) The Company agrees to recognize two (2) worker representatives and two (2) Company Representatives as certified members, and will add one certified member appointed by the Union and one for Management in the second year of the Collective Agreement.

### 22.02 Workplace Inspection Tours

(a) Divisional Health & Safety Representatives and the Divisional Superintendents shall conduct inspections of the physical conditions of the workplace or parts thereof at least once per month at a mutually agreed to time. The inspections may focus on any other criteria or activity pertaining to Health & Safety and/or the environment as mutually agreed to by the above name participants.

(b) At the conclusion of the inspection a review shall be conducted by the participants and items of concern shall be prioritized.

(c) The participants shall then jointly prepare the minutes of the tour and bring forth previous tour's outstanding issues.

(d) Copies of the tour minutes will be distributed to the Joint Health and Safety Committee Co-Chairs and Members, Union President, and the Plant Manager or his delegate.

(e) Within ten (10) working days of the tours the Union Health & Safety Co-Chairman and the Divisional Health & Safety Representatives and Superintendents / Managers will perform a follow-up of the recommendations identified in the minutes of the tours.

#### 22.03 Joint Health & Safety Committee Meetings

(a) The Co-Chairpersons shall conduct a meeting at least once per month or as necessary, and the Joint Committee shall conduct a meeting every two months to discuss matters relative to Health & Safety in the plant. It is understood that the Co-Chairpersons will exchange agendas, at least one week in advance of such meetings.

(b) Joint minutes shall be maintained and distributed to all of those in attendance at any Joint Health & Safety Committee meeting. Designates from the Company and the Union shall endeavor to distribute and post these minutes as expeditiously as possible.

(c) It is understood that meetings between the Union Health & Safety Co-Chairpersons or his delegate, and the Plant Manager or his delegate, may be arranged in addition to regular Joint Health & Safety Meetings to consider additional areas of concern. It is understood that such meetings will take place at a time mutually agreed to by the parties.

(d) The Union Health & Safety Committee will be afforded time off, paid by the Company, over and above that provided in the Agreement or legislation. Such time will be subject to the approval of the Manager of Human Resources and the reasons for such time off must be of nature expected to result in improved levels of health & safety, and/or a reduction in the number or frequency of lost time accidents. Such approval will not be unreasonably withheld.

(e) Issues may be assigned by the Co-Chairs or the Joint Health & Safety Committee to individuals for further action. It is understood that these individuals will be expected to respond on the status and the completion date of these issues not later than the next scheduled Joint Health & Safety Meeting of the Co-Chairs.

#### 22.04 Accident and Fatality Investigations

The Union Health & Safety Co-Chairman or in his absence a Health & Safety Representative he assigns shall be notified and permitted to attend and participate in all department accident investigations. For the purpose of this provision, accidents which shall be investigated include:

- (a) all lost time accidents
- (b) all possible lost time accidents
- (c) accidents which might have caused injury to a worker whether or not such injury occurred
- (d) all fatalities.

22.05 (a) All reports and minutes of accident investigations will be supplied to the Joint Health & Safety committee members, Plant Manager, Union President and any other attending parties.

(b) The Company shall forthwith, forward all information pertaining to accidents and unsafe conditions or unsafe practices to a certified worker safety representative. Such information shall include accidents which might have caused injury to a worker, whether or not such injury occurred.

22.06 The Company and the Union agree to comply the requirements of all Federal and Ontario Provincial Legislation that pertains to Health & Safety and/or the Environment. Such legislation shall include the Occupational Health and Safety Act and Regulations for Industrial Establishments. (Statutes of Ontario). Issue Date ... September 1996.

22.07 The Company shall supply the Union Health and Safety Co-Chairperson a copy of all current and updated Material Safety Data Sheet forms.

22.08 The Company agrees to supply the worker representative with the existing office and a phone line that will be installed to be used for local telephone calls.

- 22.09 The Company agrees to implement a Safety Training Program for all employees. Instructions or teaching shall be carried out jointly by the Joint Health & Safety Committee or by such other qualified persons agreed to.
- 22.10 (a) Any worker representative on the Joint Health & Safety Committee shall be eligible to participate in training programs. The employer will provide paid time off for the representative to participate in this training at his or her applicable hourly rate, plus any premiums. Such employee shall not lose any income for this purpose. (i.e., gainsharing).
- (b) The Employer will pay all costs of the registration and materials for the training programs to a maximum of \$500.00 per representative per year.
- 22.11 (a) The Company agrees to recognize the worker Co-Chair as a full-time Health & Safety Representative.
- (b) Such employee shall not lose any seniority, whether it be Plant or Departmental.
- (c) Such employee shall not be transferred from his or her department, during that employees tenure as worker Co-Chair.
- (d) Such employee shall retain his or her seniority for the purposes of overtime and call in procedures.
- 22.12 (a) The Company shall supply all protective equipment and other devices necessary to protect employees from injuries or hazards arising from their employment with the Company.
- (b) Job Safety Procedures / Industrial Hygiene - The Joint Health & Safety Committee shall review and update any written job safety procedures currently in effect, and any new job safety procedures prior to the issuance of such procedures.
- (c) Protective equipment and devices are to be studied and agreed upon by the Joint Health & Safety Committee.
- 22.13 (a) Employees that confirm the requirement for prescription safety glasses will be entitled to have their lenses replaced due to wear and tear on the job at Company cost to a maximum of two replacements per year.
- (b) The Company agrees to pay the cost of two (2) pairs of approved safety boots per year, at a cost of \$60.00 per pair, for each employee.

(c) The Company will continue to supply other Safety Equipment, as well as gloves, when such equipment is required for the performance of the job as is mutually agreed to by the Joint Health & Safety Committee. His worn out equipment must be returned before new equipment will be supplied.

22.14 When a newly hired employee is introduced into his department he will be introduced to the area Health & Safety representative for purposes of familiarization.

22.15 The Company agrees that all injuries, medical conditions or illnesses must be determined by a qualified medical practitioner.

22.16 (a) Results of any completed available studies on in-plant air and water quality control will be provided to the Joint Occupational Health & Safety Committee at their regular meetings to enable the Committee to develop plans of action where required.

(b) Results of medical examinations will be provided to the employee and the employee's family physician at the request of the employee. An employee must agree to have a medical examination.

22.17 Code of Practice

The parties agree to participate in the development of the Code of Practice which shall describe programs and/or activities which seek to promote high standards of Health & Safety for all employees. In this regard the Joint Health & Safety Committee agree that their respective representative shall act in a co-operative and responsible manner.

22.18 Payment

Time spent by the Union Health & Safety Committee in the performance of the functions set out above will be deemed to be time worked and will be paid according to the provisions of the Agreement.

**ARTICLE 23 - BULLETIN BOARDS**

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.

**ARTICLE 24 - WAGES**

24.01 The S.E.S. (“Simple Effective Solution”) Manual for Job Descriptions and Classifications is incorporated into this Agreement and its provisions shall apply as if set forth in full herein.

24.02 Each employee’s job shall be described and classified and a rate of pay applied to each employee in accordance with the provisions in this Agreement. New hires will be paid a dollar (\$1.00) per hour less than the rate of the job with an increase of fifty cents after three (3) months of employment and paid the full rate after a further six (6) months.

**STANDARD WAGE SCALE**

24.03 Effective on May 25, 1998, and continuing until May 16, 1999, the standard wage scale rate for Job Group I shall be increased by twenty cents (20) per hour and all job groups above Job Group I shall increase from job group to job group by equal increments of twenty cents (20) per hour establishing a Standard Wage Scale as followings:

<b>JOB GROUP</b>	<b>WAGE</b>	<b>JOB GROUP</b>	<b>WAGE</b>
1		13	17.01
2	14.81	14	17.21
3	15.01	15	17.41
4	15.21	16	17.61
5	15.41	17	17.81
6	15.61	18	18.01
7	15.81	19	18.21
8	16.01	20	18.41
9	16.21	21	18.61
10	16.41	22	18.81
11	16.61	23	
12	16.81	24	

Effective on May 17, 1999, and continuing for the duration of this Agreement, the standard wage scale rate for Job Group I shall be increased by twenty cents (\_20\_) per hour establishing a Standard Wage Scale as follows:

<b>JOB GROUP</b>	<b>WAGE</b>	<b>JOB GROUP</b>	<b>WAGE</b>
1		13	17.21
2	15.01	14	17.41
3	15.21	15	17.61
4	15.41	16	17.81
5	15.61	17	18.01
6	15.81	18	18.21
7	16.01	19	18.41
8	16.21	20	18.61
9	16.41	21	18.81
10	16.61	22	19.01
11	16.81	23	
12	17.01	24	

Effective on May 15, 2000, and continuing for the duration of this Agreement, the standard wage scale rate for Job Group I shall be increased by twenty cents (20) per hour and establishing a Standard Wage Scale as follows:

<b>JOB GROUP</b>	<b>WAGE</b>	<b>JOB GROUP</b>	<b>WAGE</b>
1		13	17.41
2	15.21	14	17.61
3	15.41	15	17.81
4	15.61	16	18.01
5	15.81	17	18.21
6	16.01	18	18.41
7	16.21	19	18.61
8	16.41	20	18.81
9	16.61	21	19.01
10	16.81	22	19.21
11	17.01	23	
12	17.21	24	

24.04 Effective on the dates specified in Section 24.03, all employees shall have their rates of pay adjusted as follows:

(a) If the employee is not receiving an out-of-line differential prior to the date specified in Section 24.03, the rate of pay of such employee shall be adjusted to conform to the Standard Wage Scale Rate for that employee's job as provided in Section 24.03.

(b) If the employee is receiving an out-of-line differential prior to the dates specified in Section 24.03, the rate of pay of such employee shall be increased by the amount by which the rate for Job Group 1 has been increased, as provided in Section 24.03 and the following shall govern:

(i) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in Section 24.03, the amount by which such employee's new rate is greater than the rate provided in Section 24.03 shall become such employee's new out-of-line differential which shall replace the former out-of-line differential and shall apply in accordance with the provisions of this agreement.

(ii) If the employee's new rate resulting from such increase is equal to or less than the standard wage scale rate for the job, as provided in Section 24.03, the rate of pay of such employee shall be adjusted to conform to the standard wage scale rate for the job, as provided in Section 24.03, and the former out-of-line differential shall be terminated.

24.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard wage scale rate for each job group shall be the standard wage scale rate for each job group shall be the standard wage scale rate for all jobs classified within such job group and shall so continue for the duration of the standard wage scale and shall be applied to any employee in accordance with the provisions of this agreement.

24.06 Each standard wage scale rate established under Section 24.03 shall be:

(a) The established rate of pay for all hours paid for a non-incentive job; and;

(b) The established base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.

24.07 Except as otherwise provided by this Agreement, the established rate of pay for each job shall apply to any employee during such time as the employee is required to perform such job.

## **OUT-OF-LINE DIFFERENTIALS**

- 24.08 The Company shall furnish to the Union, a list, agreed to by the Company and the Union, of employees who are to be paid “out-of-line” differentials. Such a list shall contain the following information:
- a) names of incumbents who will receive “out-of-line” differentials
  - (b) job classifications of the incumbents
  - (c) the amount of out-of-line differentials
  - (d) effective date of out-of-line differentials.
- 24.09 If an employee with an out-of-line differential is transferred or assigned to a job having a higher standard wage scale rate, then the differential shall be reduced by the amount of the increase in the standard wage scale rate.
- 24.10 If, as a result of a layoff and the exercise of seniority rights, an employee with an out-of-line differential is moved to a job having a lower standard wage scale rate, then the out-of-line differential shall be cancelled.
- 24.11 If such employee referred to in Section 24.09 and 24.10 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated by other means.
- 24.12 When an employee would, in accordance with the terms of this Agreement, be entitled to receive their regular rate, they shall also receive any out-of-line differential to which they are entitled.
- 24.13 In addition to the means herein provided, increases in the increment between job groups shall be used to reduce or eliminate out-of-line differentials.
- 24.14 Except for the application of the out-of-line differentials as called for herein, the terms of this Agreement governing transfers shall apply.

## **INCENTIVES**

- 24.15 Should the company desire to establish an incentive system to cover any jobs, the following shall govern:
- (a) The standard wage scale rates for the respective jobs shall be the base rates and minimum guaranteed rates for such incentives; and

(b) The company shall first discuss with an explanation to the Union the development of any incentive plan and reach mutual agreement with the Union regarding such incentive plan before it is installed.

## **GENERAL**

24.16 Any mathematical or clerical errors made in the preparations, establishment or application of job descriptions, classifications or standard wage scale rates shall be corrected to conform to the provisions of this Agreement.

24.17 The Company and the Union shall designate in writing to each other their committee members for handling job descriptions and classifications. It is agreed that there shall be three (3) committee members from each local. Additionally, and included in such designation, there shall be a referee from the Company and a referee from the Union.

## **CONVERSION TO STANDARD WAGE SCALE RATES**

24.18 The term “incumbent”, as used herein, shall mean an employee regularly assigned to a job at the date that the Standard Wage Scale is made operative.

24.19 Conversion from the existing rates to rates established in the Standard Wage Scale shall be accomplished as follows:

(a) For jobs where existing rates are lower than the appropriate Standard Wage Scale rates, existing rates shall be cancelled and replaced by the appropriate higher Standard Wage Scale rates.

(b) For jobs where existing rates are higher than the appropriate Standard Wage Scale rates, the existing rates shall be cancelled and replaced by the appropriate lower Standard Wage Scale rates. For each incumbent of such job, however, there shall be established an individual out-of-line differential as defined in the Job Evaluation.

## **LEAVE OF ABSENCE FOR UNION SES COMMITTEE**

24.20 The Company agrees to grant leave of absence from their regular work to three (3) employees who shall be selected by the Union to act on its Job Evaluation Committee.

Employees so selected shall:

- (a) accumulate seniority to which they normally would be entitled
- (b) receive their regular rate of pay from the company as based upon a normal work week; and
- (c) return to their regular employment when their work on the Job Evaluation Committee is complete.

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

24.22 The Company will provide a copy of the employee's qualifications for the trade job hired into to the Union.

24.23 When an apprentice attends required school time he will be paid for one shift at his regular hourly rate and including benefits, premiums and gainsharing.

## **SHIFT PREMIUMS**

24.25 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 and workplace 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 meet on an annual basis with the Union for the purposes of reviewing the Workplace Harassment Policy and procedures.

## **ARTICLE 26 - GENERAL**

### **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.

The Company will pay a tool allowance of \$150.00 for the life of the Agreement.

## **ARTICLE 27 - BENEFITS**

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

Life Insurance \$25,000

AD&D \$25,000

Healthcare Individual Deductible \$25 each calendar year

Family Deductible \$50 each calendar year

Reimbursement Levels: Chronic Care 100%  
All other expenses 80%

Dental Care 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

Weekly Indemnity - Effective July 1, 1999 a weekly indemnity will be provided on a 1-7-35 @ 66.67% (i.e., first day if accident/hospitalization; seventh day of illness; paid for 35 weeks at 66.67% of the employees weekly wages).

27.02 Registered Retirement Savings Plan is available to any seniority employee on a voluntary enrollment basis. The Plan provides that the employee contributes up to a maximum amount equal to 2.5% of their regular hours worked and this amount will be matched each quarter by the Company.

Effective May 19, 2000 the contribution rate will be increased to 3%.

An employee may withdraw funds from the Plan on a one-time basis and thereafter shall be locked in if he re-enters the contributions equal to their regular deductions for purposes of maintaining their individual plan and tax deduction status.

Notwithstanding the foregoing employees may elect to have their Registered Retirement Savings Plan established under the labour sponsored First Ontario Fund.

Prior to the third year of the Collective Agreement the parties agree to meet to discuss the possibility of replacing the current Plan with provisions of the Steelworkers District 6 Savings Plan.

## **ARTICLE 28 - LETTERS OF AGREEMENT**

### **GAINSHARING**

28.01 The current gainsharing program will remain in effect for the life of the Collective Agreement. Gainsharing will be paid for absences due to bereavement leave. For absences related to WSIB. The Company will report gainsharing payments to the WSIB for purposes of earnings calculation.

## **ARTICLE 29 - DURATION**

29.01 This Agreement shall become effective on May 25, 1998 and shall continue in full force and effect up to and including April 29, 2001 subject to the Ontario Labour Relations Act.

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 negotiations, if no notice is given or an Agreement is not reached 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

\_\_\_\_\_  
DALE HARPER

\_\_\_\_\_  
PETER JOVANOVICH

UNITED STEELWORKERS OF AMERICA

\_\_\_\_\_  
BRIAN ADAMCZYK

\_\_\_\_\_  
CHARLES POORE

\_\_\_\_\_  
MOHAMMED AL-AMIN

\_\_\_\_\_  
NORMAN JACKSON

\_\_\_\_\_  
THOMAS CLARKE

\_\_\_\_\_  
DARYL HART

## LETTER OF AGREEMENT RE: JOB ENTRY LISTING

The parties have developed the following guidelines on various jobs for purposes of the job posting procedure and the layoff procedure in the absence of any signed SOP.

<b>CONDITIONS</b>			
<b>JOB NAME</b>	<b>ORIENTATION ONLY</b>	<b>PER QUALIFICATIONS</b>	<b>REQUIRES TRAINING</b>
Electrician A B C - MA		X	
Millwright A B C - MA		X	
Foundry Technician - Gating - TC		X	
Combustion A B C - MA		X	
Pipefitter A B C - MA		X	
Leadhand - Melting - ML		X	
Pattern Maker - Wood A B C - PS		X	
Pattern Maker - Metal A B C - PS		X	
Foundry Technician - Railway - TC		X	
Machinist A B C - PS		X	
Pouring Coordinator - PO			X
Maintenance Welder - BS		X	
Crane Operator 522 - ML		X	
1st Helper - ML		X	
NDT - Technician - TC		X	
Quality Assurance Inspector - QA			X
Leadhand - Ladles - ML		X	
Quality Technician - Shift Work - MS		X	
Vibration Technician - MA		X	
Crane Operator 511 - DR		X	
Crane Operator 506 - HR		X	
Crane Operator 556 - SL		X	
Crane Operator 61 - SB		X	
Crane Operator 38 - MBB		X	
Quality Technician - A.A.R. Testing - MS		X	

Crane Operator 550 - Stock /Relief Crane Operator - ML		X	
Quality Technician - Chemical Laboratory - MS	X		
Crane Operator 505 - SL		X	
Welder - FF		X	
Crane Operator 136 - SL		X	
Crane Operator 559 - Scrap Yard - ML		X	
Crane Operator 545 - HR		X	
Crane Operator 546 - Charging/Yard Worker - ML		X	
Quality Technician - Day Shift - MS		X	
Crane Operator 509 - BO		X	
Crane Operator 48 - FF		X	
Crane Operator 560 - HR		X	
Crane Operator 510 - WC		X	
Crane Operator 502 - RF		X	
Crane Operator 539 - DS		X	
Final Finisher - DR	X		
Crane Operator 62 - SH		X	
Misc. & Plate Moulder / Slinger - SL	X		
Machine Operator - DS			X
Charging Car Operator - ML		X	
Quality Assurance Layout Inspector - QA		X	
Leadhand / Dispatcher - LT	X		
Ladle Operator - ML			X
Pattern Provider - PS			X
Assembler - DA	X		
Gisholt Machine Operator - RF			X
Quality Monitor - SL	X		
Sand Tester - SN		X	
Truck Driver - LT		X	
Layout Operator - DS			X
Welder - DPA		X	
Finished Welder - Bolsters - RF		X	
2nd Helper - ML	X		

Drill Operator - DS			X
Furnace Operator - HT			X
Forklift Operator - CC	X		
Welder - Assembly - DA		X	
Tool Crib Cutter Grinder - DS			X
Quality Monitor - RF			X
Chipper / Grinder - DF			X
Finisher - HR	X		
Press Operator - DS			X
Welder / Repair - FF		X	
Diesel Finisher (Grinding / Painting) - DPA	X		
Welder / Burner - MO		X	
Welder / Burner - RF		X	
Welder / Burner - DF		X	
Test Bar Operator - HT	X		
Millwright Apprentice - MA		X	
Electrical Apprentice - MA		X	
Forklift Operator - LT	X		
Mechanical Helper - MA	X		
Diesel Locomotive Closer - SL	X		
Electrical Helper - MA	X		
Machine Operator - HR	X		
Sand System Operator - HR	X		
Diesel Locomotive Moulder/Slinger - SL	X		
Continuous High Speed Mixer Operator - WC	X		
Arc Air Operator - MBB	X		
Chipper Grinder / Gauger - RF	X		
Machine Operator - DR	X		
Chipper / Grinder - MO	X		
Carousel Coremaking - CC	X		
#1 Loop Coremaking - CC	X		
Quality Monitor - DPA			X
Honsberg Coremaking - CC	X		
Shotblast Operator - SB	X		
Pattern Maker Helper - PS	X		

Arc Air Operator - BO	X		
Final Finisher - HR	X		
Gouger / Washer - FF	X		
#2 Loop Coremaking - CC	X		
Bobcat Operator - LT	X		
Sand System Operator - SL	X		
Shotblast Operator - BO	X		
Ladle Operator - Helper - ML	X		
Sand Mill Operator - SL	X		
Burner - MBB	X		
Bench Coremaker (No Bake) - WC	X		
Chain Operator - WC	X		
Chain Operator - SL	X		
Sand Mill Operator - HR	X		
Burner - BO	X		
Sand Mill Operator - DR	X		
Finisher - Helper - DR	X		
Lubricator - MA	X		
Burner/Scrap inspector - ML	X		
Chain Operator/Bander - SH	X		
Chain Operator - MBB	X		
Chain Operator - DR	X		
Chain Operator - HR	X		
Machine Operator - Helper - HR	X		
Rollover Operator - DR	X		
Cup & Tile Operator - CC	X		
Chain Operator - BO	X		
Chain Operator - RF	X		
Chain Operator - SB	X		
Forklift Operator - SH	X		
Paste & Assembly Operator - WC	X		
Machine Operator - Helper - DR	X		
Rollout Operator - WC	X		
Transfer Operator - HR	X		
Labourer - LT	X		
Tool Repair Operator - DS	X		

Bench Coremaker - CC	X		
Painter - RF	X		
Helper - DS	X		
Stopper Operator - ML	X		
Chill & Reclaim Operator - SL	X		
Oven Operator - CC	X		
Rod Recycler - CC	X		
Flag Monitor - SL	X		

On Behalf of the Union

On Behalf of the Company

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated at Hamilton, Ontario the \_\_\_\_\_ of \_\_\_\_\_, 1998.

**LETTER OF AGREEMENT  
RE: JOINT WORKPLACE SAFETY AND  
INSURANCE BOARD / ACCOMMODATION COMMITTEE**

- (a) This Committee will come into effect on May 19, 1999, made up of two (2) members selected by the Union and two (2) members selected from the Company. Part of the duties of the Committee will be to facilitate the accommodation of employees with disabilities in the workplace.

UNION REPRESENTATION ON THE COMMITTEE

- (b) The Company recognizes a Union WSIB/Accommodation Committee consisting of two (2) members one of whom will be designated the Chairperson. The Union will notify the Company of the names of those on the Committee.
- (c) The WSIB/Accommodation Committee will receive a copy of the Company's monthly report of employees on WSIB and modified work.
- (d) The WSIB/Accommodation Committee will be notified and a member will be permitted to attend meetings with representatives of the WSIB and the Company regarding modified work assessment programs for employees.
- (e) A member of the Committee, may, upon request, meet with the Company WSIB/Accommodation designate for up to eight (8) hours each quarterly period to discuss WSIB/Accommodation claims.
- (f) Time spent by a member of the WSIB/Accommodation Committee shall be deemed to work time for which they shall be paid at their regular rate or premium rate as may apply provided such permission was previously grant, while attending meetings referred to in (d) and (e).
- (g) The Union WSIB/Accommodation Chairperson and the Health & Safety Co-Chairpersons will meet as provided in Article 22.03(a).

On Behalf of the Union

On Behalf of the Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated at Hamilton, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

## **LETTER OF AGREEMENT RE: JOINT EMPLOYEE REFERRAL PROGRAM**

This Program will come into effect by no later than May 19, 2000. However, on or about May 19, 1999 the parties will meet to discuss the possibility of having the Program commencing prior to May 19, 2000.

The parties recognize that our organization's most important assets are employees, and that human problems have the potential of being successfully addressed, provided that they are identified in their early stages and an individual effort is made to obtain assistance from an appropriate resource. Whether alcoholism, drug abuse, physical illness, mental or emotional stress, marital distress, financial problems, family conflict or other concerns, these are human problems which may have a profound impact upon the lives of employees affected, their families and their job performance.

The Union and the Company wish to foster and maintain an attitude of assistance towards such problems when encountered by an employee, or member of his/her immediate family. Therefore, the parties agree to establish and maintain an employee assistance program designed to:

1. Prevent or resolve personal, social or health problems which may have a negative impact on work performance
2. Enable employees to improve their quality of life, and
3. Assist troubled employees in arranging for appropriate outside resources.

The parties agree to form a Joint ERP Committee, with balanced representation, and with authority to implement, administer and monitor the ERP within the following parameters.

An employee will be able to participate in the ERP on a confidential basis. With the exception of general information demonstrating the existence and availability of an ERP, an employee's participation will not be referred by either party in an arbitration proceeding relating to discipline. An individual who participates in the administration of the ERP shall not be used by either party as a witness with respect to an employee's involvement in the ERP.

Employees are expected to use their own time outside of regular working hours to attend appointments or treatments and if such is not possible a reasonable effort to facilitate the employee will be attempted.

The ERP Committee shall not discuss individual cases nor shall it have access to information regarding an individual case.

Each participant in the ERP holds particular rights and responsibilities related to the Program. An employee who participates in the program is entitled to maintain his or her privacy. All actions required in the administration of the Program will be performed in a manner which will maintain a

high level of confidentiality and respect for privacy. An employee's participation, in itself, shall not jeopardize job security and/or create discrimination in promotional opportunities. A participant is responsible for his or her rehabilitation, with the ERP providing assistance only. He or she must decide on the nature and extent of treatment program and will not hold the Company or the Union liable for the treatment results or for any matter arising out of the ERP. It is recognized that any participation in the program is voluntary.

Nothing in this Agreement prohibits the Company from disciplining any employee notwithstanding that such employee is participating, has participated or intends to participate in the ERP. The Company maintains the right to establish standards of performance and to administer and exercise its established disciplinary policy distinctly from the ERP. The Union maintains the right to ensure the fair and equitable treatment of its members and to protect their rights in accordance with the established grievance procedure.

A decision by the Union or the Company to withdraw from this agreement must be given in writing to the other party no less than thirty (30) days prior to such action.

It is understood that any ERP will not result in any additional costs as the result of the implementation of such program, except as may be agreed by the Company.

On Behalf of the Union

On Behalf of the Company

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated at Hamilton, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

## **SCHEDULING OF OVERTIME**

Overtime work will be scheduled as follows:

1. On Monday day shift the voluntary list will be posted in the department where overtime is required. Anyone in the plant can sign the list.
2. Volunteer are picked as follows: first,
  - (i) The person who does the job on the incumbent shift; then,
  - (ii) The senior person from the department who performs the job in order of seniority; then,
  - (iii) The person from the department who is qualified by seniority; then,
  - (iv) The person from any department that is qualified by seniority and is not required to work in his own department; then,
  - (v) If the shift is not full at this point the person in the department on the incumbent shift must work.
  - (vi) Overtime required on Friday night shift will be posted on Wednesday during the day shift.
  - (vii) Overtime required on Saturday and Sunday will be posted on Thursday during the day shift.
  - (viii) If Steps 1, vi and vii are not followed then the overtime is strictly voluntary.

The person doing the job in the incumbent shift will always have first choice at the overtime.

3. However, it is understood and agreed that employees, with the exception of Maintenance, shall have two weekends off in a four week period and will not be scheduled to work in excess of two weekends, totaling sixteen (16) hours in a four (4) week period. Any overtime hours that any employee volunteers for will not be credited towards the aforementioned sixteen (16) hours. For the purposes of this article “weekends” shall be defined as Saturday and Sunday, exclusive of holidays or an employees regular days off.

## **HUMAN RIGHTS - WORKPLACE HARASSMENT**

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 offenses, 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:

- 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.

