

COLLECTIVE AGREEMENT

BETWEEN

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.

And

CAW - CANADA and

ITS LOCAL 1991

EFFECTIVE DECEMBER 19, 1997

THROUGH

DECEMBER 18, 2000

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COLLECTIVE AGREEMENT

BETWEEN:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
BARRIE, ONTARIO
(hereinafter called "the Company")

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW - CANADA)
AND ITS LOCAL 1991
(hereinafter referred to as "the Union")

PURPOSE AND VALUES OF AGREEMENT

It is the mutual desire of the parties hereto to foster a progressive, equal, just, proactive and harmonious relationship. These principles and goals are consistent with the corporation's mission of becoming the leading organization in Canada measured in terms of customer satisfaction.

The parties recognize that attainment of these goals, coupled with continuing mutual effort, open communication, safe and fair working conditions, should provide the highest degree of job security possible in a market driven economy. To help ensure success, the parties further recognize that:

The field of labour relations is an evolutionary process which can be improved as a result of mutual trust and respect, common purpose, and a positive workplace environment;

A co-operative workplace environment will help provide a strong foundation for achieving high operational efficiency and productivity, and higher product quality, together with employee satisfaction and job security;

By achieving these goals, the Company may enhance and improve its position in the global market, and be better able to continue to provide: stable employment, equitable treatment, a congenial working environment, a safe workplace with fair compensation recognizing the employees' contribution to the overall success of the enterprise, and a social commitment to the community.

The culture of the plant will be based on co-operation, mutual trust and respect, and the recognition and preservation of the established values: putting people first; a belief in unparalleled customer care; the fostering of innovation; and a belief in providing real value in everything we do.

The Company and Union agree that if these endeavours are to be a success, labour and management must work together. To attain these goals, all employees share in the common endeavour with the following responsibilities:

- Support and abide by reasonable standards of conduct and attendance policies;
- Promote good housekeeping and maintain a safe work environment;
- Support and promote efficient work processes;
- Strive to achieve quality goals and endeavour to improve quality standards.

In order to develop and maintain flexibility of the workforce, while at the same time developing the ability and interest of the individual employee, the parties are committed to a continuous learning and development process for the employees. This process will include multi-job training, involvement in group decision-making processes to discuss better ways to produce products, and group efforts based on employees' active and voluntary participation and familiarization on matters such as quality, safety, increasing productivity, increasing work efficiency, and enhancement of the work environment. The parties have agreed to co-operate in the implementation of these activities and to encourage employee participation.

ARTICLE 1 – RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agent of all employees of Alloy Wheels International (Canada) Ltd. in the City of Barrie save and except supervisors, persons above the rank of supervisor, office and sales staff, and students employed during the school vacation period.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Company to hire, promote, transfer, demote and lay off employees and to suspend, discharge and otherwise discipline employees for just cause, subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.
- 2.02 The Union further recognizes the right of the Company to operate and manage its business in all respects, and without restricting the generality of the foregoing, to maintain order and efficiency and to determine the number and location of work areas, the methods to be used in operations, schedules, kinds and locations of machines, equipment and tools to be used, processes of manufacturing, repairing and warehousing, and control of material and parts to be used.
- 2.03 The Union further acknowledges that the Company has the right and the obligation to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this agreement. Any changes to these rules and regulations will be meaningfully discussed with the plant committee before publication.
- 2.04 Nothing in this agreement shall be construed so as to restrict management, in any way, in the performance of all functions of management, except those specifically abridged or modified by this agreement, and such rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 3 – NON-DISCRIMINATION

- 3.01 There shall be no discrimination against any employee due to race, creed, colour, national origin, age, sex, marital status, handicap, family status and sexual orientation, or any other prohibited ground under the Ontario Human Rights Code.
- 3.02 There shall be no discrimination or intimidation by the Company against any employee or group of employees because of membership in the union or for having in good faith processed a grievance.

ARTICLE 4 – UNION REPRESENTATION

- 4.01 The Company recognizes the right of the Union to elect or appoint a Plant Committee comprised of three (3) Committeepersons plus a Plant Committee Chairperson, all of whom shall be assigned to the permanent day shift. The Plant Committee shall be responsible for meeting with management for purposes of administration of this collective agreement, and to represent zones as may be agreed between the parties, for the handling of complaints and grievances and for matters arising from time to time under this collective agreement.
- 4.02 In addition to the Plant Committee described in Article 4.01, the Company recognizes the right of the Union to elect or appoint two (2) employees on each of the three (3) rotating shifts as Off-Shift Committeepersons among those working to handle complaints and grievances on their respective shift(s). Such Off-Shift Committeepersons shall rotate with their respective shift(s) and shall have jurisdiction to handle complaints and grievances for their respective rotating shift(s) only, in zones as may be agreed between the parties. While on rotation to the day shift, the Off-Shift Committeepersons may share jurisdiction with the Plant Committee within the zones as may be agreed upon. Off-shift Committeepersons shall be compensated at their regular hourly rate for time spent on such Union business, subject to the provisions of Articles 4.06 and 4.07.
- An additional Off-Shift Committeeperson shall be added or reduced, as the case may be, when the population of the shift exceeds 200, drops below 200, or drops below 100.
- 4.03 An alternate may be appointed to replace a Committeeperson, Off-Shift Committeeperson or Plant Committee Chairperson, as the case may be, whenever such person is absent, from the same shift as the person being replaced.
- 4.04 All Committeepersons and members of the Plant Committee, including alternates, must be employees of the Company with seniority. The Union agrees to notify the Company in writing of the name(s) of its representatives outlined above, the zones they represent, and any subsequent change(s) in the names, and the Company shall not be required or responsible to recognize such persons until written notification from the Union has been received.
- 4.05 The Plant Committee plus three (3) other Committeepersons shall be recognized as the Bargaining Committee for negotiations of a renewal collective agreement. The Bargaining Committee will be allowed time off work, without loss of straight time (non-premium) pay, for meetings with the Company Bargaining Committee in the course of negotiations for a renewal collective agreement, excluding the conciliation and mediation process.

4.06 The Union acknowledges that its representatives outlined above will continue to perform their regular duties on behalf of the Company and that:

- (a) the Plant Chairperson, Committeepersons, Off-Shift Committeepersons and alternates shall not leave their regular duties without first obtaining permission from his or her supervisor or designate. Such permission shall not be unreasonably withheld.
- (b) When resuming regular duties, after engaging in their duties on behalf of the Union, such persons shall report to their respective supervisor or designate upon return.
- (c) The Chairperson, Committeeperson, Off-Shift Committeeperson or alternate, as the case may be, dealing with their respective duties arising under this agreement, in a department other than their own, shall request permission from the supervisor, or designate, of that department before contacting any employee therein regarding a complaint or grievance. Such permission shall not be unreasonably withheld.

4.07 The Union agrees that only such time as is reasonably necessary will be consumed by its representatives outlined above during regular working hours in order to attend to in-plant union business contemplated by this agreement. Such time away from normal work duties by its representatives shall be without **loss** of regular wages. In any event, the Company shall not be required to pay more than a maximum of ten (10) hours regular wages in any week for any Committeeperson, and not more than maximum of twenty (20) hours regular wages in any week for the Chairperson. The Company shall bill the Local Union for all time spent in **excess** of the maximums, where such excess time has been considered necessary by mutual agreement of the parties.

The Company shall pay members of the Election Committee for all time spent conducting bargaining committee and Local union officers elections once during the life of this agreement. The elections mentioned above shall be held on Company premises, on the employees' own time. The Union will reimburse the Company for all time spent by the Election Committee upon receipt of the billing from the Company.

4.08 Where the Plant Committee requires the assistance of more than one (1) representative from the National Union during meetings with Management and during negotiations, the Union shall give reasonable notice to the Company in advance.

4.09 Members of the Plant Committee **and** the Local Union President shall be the last persons laid off provided that they **possess** the required skills and experience to perform the available work.

- 4.10 The Union will be provided with three (3) bulletin boards, exclusively for the Union's use, for posting notices regarding meetings and matters pertaining only to the Union. Before posting, all notices must be approved by the Plant Human Resources Manager or delegate.
- 4.11 When an employee wishes to consult with his Committeeperson, he shall notify his supervisor who will inform the Committeeperson of the request.
- 4.12 The Company agrees to provide a leave of absence without loss of regular (non-premium) pay for three (3) days for the Plant Committee following Plant Committee elections for the purpose of the Union educating them as to both their rights and obligations under the collective agreement, within one (1) month following election.
- 4.13 The paid time provisions of this Article 4 shall not be construed to apply to attendance at arbitrations, or out-of-plant preparation for arbitrations.
- 4.14 The Company shall provide Local 1991 with office space, furniture and equipment which may be changed from time to time, provided that sufficient notice is given to the Union. The Company further agrees to provide the Union with an outside telephone line for the use of a fax machine provided that the Union is responsible for any long distance charges incurred.
- 4.15 The Company shall pay for all time lost for Officers of Local 1991, approved in accordance with the provisions of this collective agreement, and shall bill Local 1991 for such time lost on a monthly basis including time off for Election Committee business.
- 4.16 Notwithstanding the monetary provisions of Article 4.07 respecting the Plant Committee Chairperson, during such times as the bargaining unit population exceeds three hundred (300) employees on average over a three (3) consecutive month period, the Plant Committee Chairperson may attend to plant Union business on a full-time basis. At such times as the bargaining unit population reverts to less than three hundred (300) employees, the monetary provisions of Article 4.07 shall again apply to the Plant Committee Chairperson.
- 4.17 The Company agrees that the representatives of the Union may discharge their Union duties, in accordance with this agreement and the appropriate legislation, confident that their individual relations with the Company shall be positively maintained.
- 4.18 The Local Union President shall be assigned to the permanent day shift and will be entitled to attend all Labour Management Meetings.

ARTICLE 5 – UNION MEMBERSHIP AND DUES CHECK-OFF

- 5.01 All employees eligible for membership in the bargaining unit shall become and remain members of the Union as a condition of employment.
- 5.02 All employees, at the time of hire, will sign an authorization form, supplied by the Union, to become and remain members, as a condition of employment.
- 5.03 For the purpose of this Article 5, "dues" are defined as the regular Union dues and initiation fees as prescribed by the Constitution of the Union.
- 5.04 Company shall deduct from the first pay period in which an employee has worked or has been scheduled to work forty (40) hours in any one month, the regular monthly dues and remit such monies to the Financial Secretary of Local 1991 of the C.A.W. Canada by the fifteenth (15th) day of the month following the month in which the dues are deducted. Initiation fees shall be deducted on a different pay period than the dues deduction period, immediately after an employee has had Union dues deducted. In recovering dues arrears no more than one month's dues will be deducted in any pay period.
- 5.05 At the time of making such remittance, the Company will supply a list of the names of each employee from whose pay deductions have been made and the amount deducted for the month, along with the name and status of any employee from whom the Company has made no dues deductions and the reasons why no deductions were made.
- 5.06 The Company agrees to provide Local 1991 with a quarterly alphabetical list of employees' names, addresses, telephone numbers, and postal codes including notifying any changes in addresses, individuals who retire or terminate and new employees hired. The Company further agrees to provide Local 1991 with a corresponding alphabetical list of employees monthly.
- 5.07 The Financial Secretary of the Local Union shall notify the Company in writing of any corrections to be made to sums deducted; and changes in sums to be deducted prior to the month in which the change is to be effective.
- 5.08 The Company agrees to include on an employee's T-4 slip for income tax purposes, the total Union dues paid for the year excluding any initiation fees.
- 5.09 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this agreement.

ARTICLE 6 - ADMINISTRATION OF DISCIPLINE

- 6.01 The maintenance of discipline is essential to the satisfactory operation of the plant and the Company reserves the right to discipline for just cause, up to and including discharge. The Company agrees to notify an employee of his right to have a Committeeperson present for the entire period of any interview on discipline, and to notify the Committeeperson of such interview. Such discipline will normally take place within five (5) working days from knowledge of the Company of the incident(s) requiring disciplinary action. This period may be extended by the Company, in which case the Union shall be informed of the reason for the extension, and the investigation will proceed and a decision made as soon as reasonably practical in the circumstances.
- 6.02 Any employee who is to be disciplined by a written warning, suspension, or discharge will be furnished a brief written statement which advises the employee of the employee's right to representation and describes the misconduct for which the written warning, suspension or discharge is issued and, in the case of a suspension, the extent of the discipline. Thereafter, the employee may request the presence of a Committeeperson to discuss the case before the employee is required to leave the plant. The employee will be advised of her/his right to representation of a Committeeperson and if the employee declines representation, the Committeeperson will be advised in writing within one working day of twenty-four (24) hours of the fact of written warning, suspension or discharge. The written statement furnished to the employee pursuant to the first sentence of this paragraph shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee. The Company will not unreasonably require an employee to leave the plant.
- 6.03 The Company agrees to remove, for purposes of future discipline, respective incidents of an employee's discipline from the record after twelve (12) months following the incident(s), provided the same or similar offense is not repeated by the employee, and in any event after 24 months following the incident(s).
- 6.04 The Company will supply a copy of a reprimand to the employee concerned with a copy to the Union.
- 6.05 The employee will be tendered a copy of any warning, written warning, suspension, or discharge entered on the employee's personal record within three (3) working days of the action taken with a copy also provided to the Union.

ARTICLE 7 – DISPUTE, GRIEVANCE & ARBITRATION PROCEDURE

7.01 It is the mutual desire of the parties hereto that employee complaints should be resolved in a meaningful way and without undue delay. It is expected that a complaint will be resolved by discussion between the employee and the employee's immediate **Supervisor**, and it is understood that an employee has no grievance unless the matter has first been referred by the employee concerned to their immediate **Supervisor** with five (5) working days from the date the employee became aware of the occurrence causing the complaint.

LEVEL 1: The complainant must discuss the matter with their immediate **Supervisor** in charge. If it is necessary to hold another meeting regarding the grievance, the **Supervisor** will, upon request of the employee, and without undue delay, meet with the employee and a Committeeperson during the shift if practical.

If a mutually acceptable resolution is reached, the matter is considered resolved. If the grievance remains unresolved, the grievance shall be reduced to writing signed by the employee, on a form provided by the Company not later than the next working day following the last reply. The employee shall be entitled to have the assistance of the Committeeperson to reduce their grievance to writing. The answer of the **Supervisor** shall be made in writing within two (2) working days of the meeting.

LEVEL 2: Failing agreement at Level 1, and if the grievance is to proceed, the said Committeeperson shall, within two (2) working days from the reply, request the said **Supervisor** to arrange a meeting with the Committeeperson, Plant Chairperson and two (2) representatives designated by management- excluding the **Supervisor** involved. The meeting shall be held within three (3) working days from the time of the request. The Company's response to the grievance shall be made in writing within two (2) working days of the meeting.

LEVEL 3: Failing agreement at Level 2, and if the complainant or the union wishes further discussion with respect to the grievance, the grievance shall be submitted to the **Manager, Human Resources**, or his/her designate, within three (3) working days of the reply of Level 2.

A meeting shall be arranged by the **Manager, Human Resources**, or her/his designate, between the union grievance committee and a company committee to be held within five (5) working days from the date of receipt of the written grievance. If the union committee so desire, they may request a representative of the National Union to assist them at this meeting.

Upon request from the union, with reasonable notice, the grievor may be present during the Level 3 meeting for the purpose of necessary clarification regarding the grievance in question.

The answer of the company committee or their designate shall be given in writing within three (3) working days following the meeting. If during the meeting, there is a situation where further investigation or representation is desired, by either party, the time limit for the written answer shall be extended by up to five (5) working days at the request of either party, to facilitate such investigation and representation. Any subsequent time extension shall be by mutual agreement only.

If no settlement of the grievance is reached and the grievance involves the interpretation or application of this Agreement, the next Level is arbitration.

7.02 Policy And Group Grievances

Should differences arise between the Company and the Union as to the interpretation or application of this Agreement, which may affect the employees either as individuals or as a group, or should either party allege that the other has violated this agreement, the matter shall be taken up at Level 3 outlined above at the request of either party. The union agrees that the right to process policy grievances will not be used to circumvent the regular grievance procedure. If a satisfactory settlement of the dispute is not reached within thirty (30) days, the matter may be referred by either party to arbitration.

7.03 Arbitration:

- (a) Grievances arising under this Agreement, not settled through the above Levels of the grievance procedure, shall be submitted to an arbitrator whose decision shall be final and binding on both parties.
- (b) The party desiring arbitration shall notify the other in writing of its intent to arbitrate the grievance. This written notification must be made within thirty (30) calendar days after the company has placed its final disposition on the grievance. If such notification is not submitted, the grievance shall be considered as closed.
- (c) The arbitrator shall be appointed, in rotation, from the following list:

Martin Teplitsky
Ian Hunter
John Brunner
Howard Brown

- (d) The arbitrator shall convene and hear the evidence and representations of both parties as soon as possible and shall render a decision promptly. The decision of the arbitrator upon the matter submitted shall be final, conclusive, and binding upon the parties hereto, provided that the arbitrator shall not have authority to change, alter, or modify any of the terms or provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the intent, terms or provisions of this Agreement.
 - (e) The expenses and fee of the arbitrator shall be borne equally by both parties hereto. No costs of any arbitration shall be awarded to, or against, either party.
 - (f) The arbitration hearing shall be held at Barrie, Ontario
 - (g) Grievances not appealed, or processed from the disposition of the company's representatives in any of the Levels of the grievance procedure within the times and in the manner specified herein shall be considered as having been adjusted or resolved to the satisfaction of the employee and the union on the basis of the disposition last made by the company and shall not be eligible for further appeal or process, subject to the right of an arbitrator to set aside any question of time limits in accordance with the Labour Relations Act.
 - (h) Any grievance involving the interpretation or application of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance.
- 7.04 An employee shall have the right to union representation at any Level of the above procedure.
- 7.05 The time limits referred to in this Article 7 may be extended or waived by mutual written consent of the parties. The term "working days" as used in this Article 7 shall exclude Saturdays, Sundays, Plant Holidays and Plant Vacation Shutdowns.
- 7.06 **Suspensions and Discharges**
It is understood that grievances relating to terminations and suspensions over 3 days will proceed direct to Level 3 of the grievance procedure.

ARTICLE 8 – STRIKES AND LOCKOUTS

- 8.01 The Company and the Union agree that there shall be no strikes, work stoppages or lockouts during the life of this agreement.
- 8.02 The words "strikes" and "lockouts" as used herein are agreed to have the meaning defined in the Labour Relations Act, R.S.O.1980, c228.

ARTICLE 9 – SENIORITY

- 9.01 The principles respecting seniority **are** designed to give employees an equitable measure of security based on length of service with the Company.
- 9.02 New employees shall be considered probationary until they have completed a total of sixty-six (66) days actually worked or forty-four (**44**) days for employees working twelve (**12**) hour shifts, within a twelve (**12**) consecutive month period. In determining days worked **to fulfill** probationary period, **no** account will be taken of premium days worked on weekends. Upon completion **of** the probationary period, **the** employee's seniority shall date back to their date of hire.
- 9.03 Seniority will be established and maintained for all non-probationary employees in the bargaining unit on a plant-wide basis. The Company agrees that employees hired on the same date will **be** assigned a seniority number in alphabetical order.
- 9.04 The discipline, layoff or termination of a probationary employee shall be deemed to have been for just cause, unless reversed through the grievance and arbitration procedure.

ARTICLE 10 – LOSS OF SENIORITY

- 10.01 An employee shall lose his/her seniority for any of the following reasons:
- (a) if he/she voluntarily quits;
 - (b) if he/she is discharged for just cause and not reinstated through the grievance and arbitration procedure;
 - (c) if he/she retires normally, including early retirement on pension;
 - (d) failure to return to work upon the expiry of **an** approved leave of absence, unless the leave is extended by the Company, or the employee provides a **bona fide** and verified reason for the failure;
 - (e) failure to return from layoff within three (3) days after notice of recall is actually received, or within seven (**7**) days of registered mailing of such notice to the last recorded address on the Company's files; whichever first occurs; unless the leave is extended by the Company, or the employee provides a bona fide and verified reason for the failure;

- (f) if an employee is laid off with eighteen (18) months seniority or less at the time of layoff and is not recalled for work for a period extending beyond eighteen (18) months; or an employee is laid off with more than eighteen (18) months seniority at the time of layoff and is not recalled for work for a period extending beyond thirty-six (36) consecutive months;

ARTICLE 11 – SURPLUS, TRANSFER, LAYOFFS & RECALL

11.01 When a shortage of work results in employees being removed from their classification, and a layoff occurs in the plant, employees shall be moved as follows:

- (a) Employees hired for shorter term staffing needs in accordance with the letter of understanding shall be laid off first,
- (b) Probationary employees will next be laid off,
- (c) Employees temporarily posted in the affected classification will be next laid off,
- (d) The junior employee(s) shall next be declared surplus within the affected classification. Such employee(s) shall have the right to bump a junior employee in the same or lower classification groups assigned to a job which he/she is capable of performing. An employee who cannot bump as described shall be laid off unless he/she is qualified to fill an available vacancy and provided that no employees described in (a) or (b) above remain at work. Employees are required to exercise their seniority rights to bump where such rights exist.

For purposes of layoff only, a senior employee shall have the right to bump laterally or down provided the employee has previously successfully performed all requirements of the job into which he/she seeks to bump. In addition, a senior employee shall have the right to bump into an entry level position. For the purposes of this article only, an entry level position is defined as: Production Technician (Machining, Paint, Foundry Support, Heat Treat).

- (e) As a last resort, a senior employee who is unable to bump a junior employee in the same or lower classification groups may bump a junior employee in a higher classification provided the employee has previously held the job for at least 6 consecutive months. If the employee left the job more than 36 months prior to the date of layoff he/she must have performed the job for at least 8 consecutive weeks during the 12 months prior to the date of layoff.

- (f) If a junior employee remains at work in another classification a senior employee being laid off shall be given a trial period, of five (5) working days, to determine whether they have the skills and experience necessary to perform the job within the trial period.
 - (g) Employees with at least thirty-six (36) months seniority who are moved to a lower classification shall receive rate protection for up to ninety (90) calendar days. *or* until they return to their former job for a minimum of thirty (30) calendar days.
- 11.02 When a shortage of work results in employees being removed from their classification, and no layoff occurs in the plant, the provisions of Article 11.01 (d) shall apply and not Articles 11.01 (a), (b) *or* (c).
- 11.03 The Company will give at least five (5) days notice to the employees and the Union prior to layoff. Copies of all layoff notices shall be given to the Plant Chairperson in advance *of* posting or mailing. The five (5) day notice is not to be construed as a waiver *of* an employment standard under the *Employment Standards Act*, nor shall it be construed *as* pyramiding any notice requirement prescribed by the said Act.
- 11.04 Employees will be given notice of layoff in reverse order of seniority, provided always that the seniority employees to be retained have the skill and experience to perform the required work.
- 11.05 The Union will receive a monthly report of employees on layoff including any changes which may occur in the status *of* such employees.
- 11.06 Notwithstanding the provisions *of* Article 11.01, in order to avoid unnecessary disruptions to production and employees as a result of bumping under this Article 11, the Company may request employees to **fill** openings on a short term basis.
- Employees who agree to move as a result of such request shall receive rate protection if moved to a lower paying job, or the rate *of* the job is moved to a higher paying job. Where the Company is unable to acquire sufficient volunteers under this Article, the junior qualified employee(s) may be required to **fill** the opening.
- Prior to extending such a transfer beyond thirty (30) days, the matter shall be reviewed and agreed upon between the Company and the Plant Committee. Short term assignments made under this Article 11.06 may not be used for the purpose *of* circumventing the job posting procedure of this agreement.
- 11.07 Recalls of employees will be *in order of seniority*, and employees will return to work in order of seniority.

Recalled employees must return to work when called, unless recall is of short duration of two (2) months or less, in which case employees may elect to stay **on** layoff, and will be credited with a return to work for seniority purposes, and he/she shall continue to be entitled to recall based on his/her seniority. If an employee refuses a recall to a period of work of greater than two (2) months duration, it is agreed that the employee shall lose seniority and recall rights.

Where **an** employee elects to remain **on** layoff of short duration of two (2) months or less and another employee is recalled in his/her place, the employee electing to remain **on** layoff may not thereafter claim recall during the short duration layoff if it would result in the bumping of another employee. The union will be advised of all recalls made under this article.

- 11.08 The only benefit accruing to employees **on** layoff is the right to recall, except that the benefits coverage shall be maintained for one (1) month following the month of layoff, or for the period required by law; whichever is greater.

ARTICLE 12 - JOB POSTING

- 12.01 All bargaining-unit vacancies will be posted **on** the plant bulletin board(s), **if** possible within three (3) days of the vacancy occurring for a period of five (5) working days. If this is not possible the Company shall inform the Union of the reasons why and the approximate date when the posting will take place. **All** bargaining-unit employees shall be eligible to apply, subject to the provisions of Article 12.07.
- 12.02 The name(s) of the successful applicant(s) shall be posted **on** the plant bulletin board(s) within five (5) working days following the date that the posting was removed from the board(s).
- 12.03 In filling a vacancy, applicants will be considered in order of seniority, skill and experience. This process will be followed until it is determined whether **an** applicant possesses the required skills and experience to do the job within the normal trial or training period. The successful applicant shall be given a maximum trial or training period of ten (10) working days, or a longer period should the Company determine that a longer trial or training period is required for the job. Where the Company determines that a longer trial or training period is required for a job, the job posting shall indicate such period.

Should there be **no** applicant with the required skills and experience, a senior applicant will be assigned the job and receive the normal trial or training period to determine whether he or she **is** qualified for the job. Nothing **in** this Article is to be construed **as** a guarantee that an applicant is entitled to a trial or training period **on** a job posting based on seniority alone.

In determining an applicant's qualifications, temporary hours previously worked in that job will not be considered.

- 12.04 Where it is necessary to remove a successful applicant from a job for any reason, the employee shall be returned to the job held prior to the posting, and any other employee affected will be treated in the same manner. The vacancy may then be filled in accordance with Article 12.03 above without re-posting.
- 12.05 The successful applicant shall be moved to the new job within ten (10) working days of the posting of the successful applicant's name, or a longer period where mutually agreed.
- 12.06 **Any** increase in pay due as a result of the successful posting will be effective at the beginning of the payroll period following assignment to the new job, or within **ten (10)** working days of the posting of the successful applicant's name; whichever shall first occur.
- 12.07 The successful applicant shall not be eligible to apply for another posting for a period of six (6) months from the date of the job award, unless that posting is a promotion.
- 12.08 The Company shall not be required to post more than two (2) lateral vacancies, at the same pay grade, in any chain of moves associated with the original vacancy.
- 12.09 All interested employees must make application for a job posting during the posting period. The Company shall not be required to consider a probationary employee where employees with seniority have made application for a job posting.
- 12.10 Vacancies created by reason of sickness, accident, leave of absence, vacations, unexpected job fluctuations, and jobs which the Company believes will not last for more than thirty (30) days may be filled without regard to the posting provisions. The Company and the Union will discuss such transfers prior to implementation with a view towards utilizing the senior employee with the skill and experience necessary to immediately perform the required **tasks**. Extensions to the time limits may be extended by mutual agreement.
- 12.11 A job posting shall include the department(s), wage rate, shift(s) and a general description of the requirements of the job.
- 12.12 A vacancy may be filled temporarily during the posting procedure without regard to the posting provisions.

ARTICLE 13 – NEW EMPLOYEE ORIENTATION

- 13.01 Each new employee shall be introduced to his/her committee person and will be allowed up to 15 minutes for orientation purposes.

ARTICLE 14 – TOTAL PRODUCTIVE MAINTENANCE TRAINING

- 14.01 Consistent with Article 22.11, Total Productive Maintenance Training will be provided to employees so that they may have a secure understanding and familiarity of their assigned machines and equipment and in order to enhance the employees' ability to work confidently and safely, to inspect their machines on a daily basis, perform minor machine adjustments, standard operator lubrication and routine operation checks, and advise supervision of difficulties encountered. Nothing in this Article is to be construed as giving production employees the right to perform skilled trades work.

ARTICLE 15 – TECHNOLOGICAL CHANGE

- 15.01 The Company and the Union recognize that job satisfaction and security, and the continuing viability of the Company's operations are contingent upon the inherent Purpose and Values of this Agreement, including ongoing improvement through employee and employer innovation, introduction of new technology, tooling, methods, processes and equipment, as well as a co-operative approach on the part of all of the parties.

In recognition of the Company's interest in affording opportunity for employees to progress with advancing technology, and to minimize adverse impact on job security and satisfaction, the Company shall make available short-range, specialized training programs for those employees who have the qualifications to accept the training and perform the new or changed work, where such programs are reasonable and practicable, and where the work performed has been altered by technological change. The Company agrees to discuss training for, and implementation of, technological change with the Union Committee.

- 15.02 The Union will be given reasonable notice prior to any implementation of technological change. The Company will provide the Union with an opportunity to discuss such change with the Company prior to implementation. The purpose of this discussion shall be to provide the Union with an opportunity to have meaningful consultation into the impact of the anticipated technological changes.

ARTICLE 16 – EMPLOYEE PRIVILEGES

16.01 The Company agrees to maintain the following privileges for the members of the Bargaining Unit at the Barrie plant during the life of the collective agreement, provided however, any modifications to the same privileges that are instituted for other employees of the Company during the life of the collective agreement shall not apply to employees in the Barrie Bargaining Unit:

- (a) Gym facilities
- (b) Protective clothing
- (c) Free employee parking area as designated
- (d) Educational assistance
- (e) Cafeteria facilities
- (f) Long service awards
- (g) Time off for special occasions

ARTICLE 17- MATERNITY, ADOPTION AND PARENTAL LEAVE

17.01 (a) Maternity leave of absence will be granted, subject to the following:

1. Applicable to employees with thirteen (13) weeks or more of service prior to the date of leave or in accordance with legislation.
2. Employee states her intention to return to work and makes a formal application for leave of absence at least two weeks prior to leaving. Such application must be accompanied by a certificate from a legally qualified medical practitioner stating the expected date of birth. Formal application will be waived in the case of an employee who stops work because of birth that happens earlier than the date upon which the employee was expected to give birth.
3. Leave of absence may begin no earlier than seventeen (17) weeks before the expected birth date unless an employee stops work because of complications or earlier delivery date as described in Article 17.01 (a) 2 above.
4. Leave of absence will be granted under the following options:
 - (A.) Option 1 – Period up to 17 weeks for maternity leave and period up to 18 weeks parental leave. The period of leave under this option is up to 35 weeks duration.
 - (B.) Option 2 – Comprised of the period in excess of the combined maternity leave/parental leave. Leave granted under this option shall not result in excess of fifty-two (52) weeks from the date of commencement of the maternity leave. Only one option may be selected.

5. Employees on Option 1 maternity leave will be credited with accrual of seniority for the whole leave.
 6. Employees on Option 2 maternity leave will be credited with accrual of seniority for the whole leave **plus** the Statutory period of parental leave.
- 17.01 (b) Adoption Leave shall be granted, subject to the following:
- Applicable to employees with 13 weeks or more of service prior to the date of leave or in accordance with the legislation, whichever is greater.
1. Employee states his/her intention to return to work and makes a formal application for an adoption leave of absence at least two (2) weeks prior to date of leaving.
 2. Leave will be for a period **of** up to eighteen (18) weeks.
 3. Leave must begin **no** more than thirty-five (35) weeks after the child comes into custody, care and control of the employee for the first time.
 4. Employees will be credited with accrual of seniority for the duration **of** the leave.
- 17.01 (c) Parental leave of absence shall be granted **as** follows:
1. Applicable to on employee who has qualified for maternity leave in the circumstances of a live birth or an employee who, not having given birth to a child, has thirteen (13) weeks of service prior to the date of parental leave and:
 - (A) Who is in a relationship of some permanence with a parent of a child who has come into the employee's care, custody and control for the first time and who the employee intends to treat as a child of his/her **own**, or
 - (B) Who is the natural father of a newborn child or a child who has come into his care, custody and control for the first time.
 2. Employee states his/her intention to return to work and makes a formal application for parental leave of absence at least two weeks prior to date **of** leaving.
 3. Parental leave must begin no more than 35 weeks after the child **is** born or comes into the custody, care and control **of** the employee **for the** first time.
 4. Parental leave will be for a period of up to eighteen (~~18~~) weeks
 5. Employees on parental leave will be credited with accrual of seniority for up to eighteen (18) weeks.

- 17.01 (d) Return to work following maternity, adoption or parental leave shall be as follows:
1. The employee must request reinstatement from maternity leave in writing and she will be reinstated provided she is cleared by the Company medical department.
 2. When an employee is ready to return from maternity leave, adoption or other parental leave, reinstatement will be in accordance with the appropriate following procedure:
 - (A) Employees with a planned date of return up to thirty-five (35) Full weeks will be retained on the job held on the date of proceeding on leave. seniority permitting. Should the employee not have the seniority to be retained she/he will be placed on an existing vacancy. If no vacancy exists, she/he will have the right to bump a junior employee seniority, skills and experience permitting.
 - (B) Employees with a planned date of return in excess of thirty-five (35) weeks and up to fifty-two (52) weeks will be placed on an existing vacancy. If no vacancy exists she/he will have the right to bump a junior employee, seniority, skills and experience permitting.
- 17.01 (e) Benefits during maternity, adoption and parental leave:
1. Benefit coverage shall be maintained for eligible employees while on maternity, adoption and parental leave in accordance with the provisions of the Employment Standards Act, as amended from time to time.
- 17.01 (f) Disability caused by or resulting from pregnancy or resulting childbirth, or miscarriage will be treated as any other disability due to sickness except that no benefits will be paid under the long term disability plan while the individual is on a pregnancy leave of absence.

ARTICLE 18 – PERSONAL LEAVE OF ABSENCE

- 18.01 When leave of absence is requested for personal reasons, including extending the employees earned vacation period, such leave may be granted without pay and without loss of seniority with the Company taking into consideration the employee's reasons for such leave, the seniority of the employee and the production requirements of the Company. Application for such leave shall be made in writing to the **Manager**, Human Resources, or designate, at least five (5) working days prior to the requested date of commencement of the leave (except in cases of emergency or unless the notice period is waived by the Company) setting out the reason for the request, the requested commencement date and termination date of the leave. A leave of absence is not authorized unless first approved by the **Manager**, Human Resources, or designate, setting out the terms of the leave in writing. A copy of an approved leave of absence shall be given to the applicant employee, and a copy shall be provided to the Plant Chairperson. Where a leave of absence is denied, the Company shall provide reason(s) for the denial.
- 18.02 An employee who must serve a period of incarceration as a result of a conviction arising from the operation or use of a motor vehicle, will be granted a leave of absence without pay of up to thirty (30) calendar days in order to serve the period of incarceration. An extension may be granted by the Company. Only one such leave may be granted to an employee.

ARTICLE 19 – UNION-RELATED LEAVE

- 19.01 Upon reasonable notice by the Union, the Company will grant a leave of absence with pay to members of the Union, not to exceed ten (10) at any one time, to attend to Union business outside the plant provided it does not interfere with the efficient operation of the plant, and will bill the Local 1991 monthly for reimbursement. The Union shall be reasonable in requesting leaves under this section.
- 19.02 Subject to the provisions of Article 19.03 below, a seniority employee elected or appointed to a full-time Union office in the Local or National Union, CAW will be granted a leave of absence without pay and benefits, but with accumulation of seniority and pension rights for a period of one (1) year. Such leave may be subject to renewal at the expiration of one (1) year.
- 19.03 A request for leave of absence, for the purposes of Article 19.02, shall be submitted by the Union, in writing, to the Plant Human Resources Manager, at least two (2) weeks in advance, confirming the commencement and duration of the leave sought and the name of the employee covered by the request.

ARTICLE 20 – BEREAVEMENT LEAVE

- 20.01** In the event of the death of the employee's parent, spouse (including same sex partner), or child, the employee on request will be excused without loss of regular non-premium pay for five (5) of the employee's normally scheduled eight (8) hour days to permit time for making arrangements or attending the funeral, excluding Saturday, Sunday and paid holidays.
- 20.02** In the event of the death of the employee's parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent or grandchild, the employee on request will be excused without loss of regular non-premium pay for three (3) of the employee's normally scheduled eight (8) hour days to permit time for making arrangements or attending the funeral, excluding Saturday, Sunday and paid holidays.
- 20.03** If circumstances dictate that an employee must request bereavement leave while on vacation, the Company will credit the employee's vacation entitlement for the vacation days used.

ARTICLE 21 – WORK BY SUPERVISORS AND OTHER EXCLUDED EMPLOYEES

- 21.01** Supervisors and other excluded employees shall not perform work normally performed by members of the bargaining unit except for correction of production difficulties in pre-production circumstances, or in case of emergencies which may cause a hazard or result in damage to equipment or process.

ARTICLE 22 – HEALTH AND SAFETY

- 22.01** The Company is committed to make adequate provision for the safety and health of all employees during the hours of their active employment, and timely compliance with all applicable legislation pertaining to Occupational Health and Safety.
- The Company and the Union jointly agree to promote measures to assure the health and safety of all employees.
- 22.02** The parties agree to establish a Joint Health and Safety Committee comprised of four (4) union members and four (4) management members.
- 22.03** The Joint Health and Safety Committee shall have Co-Chairpersons, one (1) Co-Chairperson elected or appointed by Committee members representing workers, and the other elected or appointed by Committee members representing management.

To ensure that the Joint Health and Safety Committee has representative certified members, the two (2) Co-Chairpersons shall obtain certification as soon as possible following ratification of the collective agreement. One more Committee member representing workers and one more member representing management shall obtain certification in each of the second and third years of the collective agreement, respectively, following ratification. Certification referred to in this Article 22.03 shall be obtained through the Workers Health and Safety Centre with the Company to pay up to 120 hours.

Where a **prescheduled** visit by a **MOL** representative occurs during a week in which the Co-chair is **not** scheduled to work the day shift, the Co-chair shall be **entitled** to attend with the **MOL** rep during the visit and will, if **he/she** requests, be rescheduled to the day shift for that day.

- 22.04 The Company shall provide the Union Co-Chairperson with sufficient space, furniture, computer access and equipment which may be changed by the Company from time to time provided **that reasonable** notice is given.
- 22.05 In the event an unsafe practice is alleged or a work related injury requiring hospital **attention** occurs, the Health and Safety worker representative shall be informed within 24 hours by the Health and Safety Specialist or appropriate Supervisor of his/her findings and action intended. If there is a disagreement between the Health and Safety worker representative and the Health & Safety Specialist or the appropriate Supervisor **as** to the problem **or** action taken, the Health and Safety worker representative shall have the right to investigate the problem and, failing settlement, may lodge a Health & Safety complaint on a form provided by the Company. If the complaint remains unresolved **after** three (3) working days, the complaint may then become the subject of the grievance procedure.
- 22.06 In addition to the duties imposed on the Joint Health and Safety Committee by legislation, the Committee will:
- (a) promote compliance with pertinent legislation;
 - (b) meet on a regular basis, not **less** than once a month, to review health and safety matters and to make corresponding recommendations to management;
 - (c) designate one **(1)** member of the Committee representing workers, and one **(1)** member of the Committee representing management to tour the plant to inspect the physical condition of the workplace once each month **as** scheduled by the Committee;

- (d) designate one (1) member of the Committee representing workers, and one **(1)** member of the Committee representing management to investigate any accident where a worker is killed or critically injured at work. In the case of any other accident involving personal injury resulting in lost time, or any other major accident which does not result in lost time but indicates a high potential for such, one **(1)** member of the Committee who represents workers shall be entitled to participate in any investigation;
- (e) designate one (1) member of the Committee representing workers, and one **(1)** member of the Committee representing management to accompany government health and safety inspectors on plant inspection tours. The Plant Chairperson may **also** participate in such tours, and in appropriate circumstances, the designated worker member **of** the Committee may request the assistance of a National Union Health and Safety Representative on such tour;
- (f) the Committee will structure a health and safety training program for bargaining unit employees, to ensure that all new employees receive, or have received, a minimum of eight (E) hours **of** health and safety training including WHMIS. **All** bargaining unit employees shall receive health and safety training including WHMIS update training **of** not less than three (3) hours per each year of the collective agreement.

Such training shall be delivered jointly by Company and Union instructors certified at Level I and Instructor Training, paid for by the Company. The appropriate trainees, duration and frequency of such training **shall** be determined by the Company and the Union,

- (g) review and analyze all problems posed by physical agents, including **but** not limited to, temperature stress, noise, radiation, the need for appropriate use of radiation monitor tags.
- (h) **All** employees of the joint Health and Safety Committee will be provided with forty **(40)** hours health and safety training (Level 1). The Company will pay for lost time and registration. Provided Union committee members are in place, training will commence within ninety (90) days of ratification of this Agreement. In addition, once each calendar year any new members of the joint Health and Safety Committee will be provided the said forty **(40)** hours training on the same terms, provided not more than two (2) employees shall be absent from work at the same time for this purpose **unless** otherwise agreed to between the parties.

- 22.07 When measures, tests, or samples of the occupational environment are being taken, both Management and Worker Co-chairpersons or Management and Worker **Health & Safety Representative** designate(s) appointed by the Co-chairs, shall be invited to participate and observe the measurements, tests, or samplings.
- 22.08 Protective devices and other equipment deemed necessary to protect employees from disease and injury shall be supplied by the Company subject to the provisions of this collective agreement and as required by statute. The Company shall maintain its medical surveillance programs in compliance with statutory requirements.
- 22.09 No employee will be disciplined for the reason that the employee has acted in compliance with the Occupational Health and Safety Act, as amended from time to time.
- 22.10 The Company will provide the Joint **Health and Safety Committee** with the equipment deemed necessary to ensure compliance with the Occupational Health and Safety Act, as amended from time to time, and the Company will train members of the Committee in the use of such equipment.
- 22.11 In order to ensure that the implementation of safety-related maintenance work is followed up promptly, management shall advise the Joint Health and Safety Committee of the **individual(s)** responsible for prioritizing maintenance work assignments with proposed completion dates in relation to safety matters. The Company will issue a letter to Supervision stressing the need and importance of established preventative maintenance programs with regard to health and safety.
- 22.12 Members of the Joint Health and Safety Committee will share the results of all health and safety related tests.
- 22.13 The Company and the Union are committed *to* efforts, where feasible, to ergonomic and risk hazards improvement within the workplace. The Joint Health and Safety Committee will receive training, considered appropriate by the Committee, with a view to raising Committee awareness to ergonomic problems and risk hazards the timing and duration of such training to be recommended by the Committee.
- 22.14 The Company and the Union are committed to developing programs which involve conducting risk and ergonomic assessments. At least one member representing workers form the Joint Health and Safety Committee and one member representing management from **the** Joint Health and Safety **Committee** will take part in any risk or ergonomic assessment and analysis teams. The Company will also ensure that an employee from the Engineering group is involved in such team assessment and analysis.

ARTICLE 23 – WORKPLACE EQUALITY AND DIGNITY

- 23.01 The Company and the Union are committed to maintaining a workplace free from sexual harassment.
- 23.02 Sexual harassment includes any unwelcome action of a sexual nature by any person, including management or a co-worker, verbal or physical, on a single or repeated basis, which humiliates, insults or degrades, and includes unwanted attention of a sexual nature, such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
- 23.03 A complaint of an alleged violation of Article 23.01 or 23.02 shall be processed with strict confidentiality and expedited in a manner consistent with equality and dignity in the workplace. During the life of this agreement, and to ensure consistent application of these principles, the Company and the Union agree to establish a joint committee consisting of the Plant Chairperson, or designate, and the Plant Human Resources Manager, or their designate, whichever is more appropriate in the circumstances. This joint committee shall have the mandate to develop and recommend implementation of an education program relating to sexual harassment and a proper procedure for complaint resolution to ensure employees enjoy continuing equality and dignity at work.
- 23.04 When it is alleged that there has been a violation of this Article 23, the Company and the Union, as the case may be, shall be immediately provided with full particulars of the grounds upon which such discrimination is alleged to have occurred.
- 23.05 Nothing in this Article 23 is to be construed as a waiver of any rights or obligations created under the provisions of the Ontario Human Rights Code.

ARTICLE 24 – DISABLED EMPLOYEES

- 24.01 In the event an employee becomes disabled and unable to continue his or her job, accommodation will be made in favour of such employee subject to the following provisions:
- 24.02 If a job vacancy occurs, which the disabled employee is capable of performing, the employee may be placed on such job without the necessity of a job posting. A doctor's certification of disability by the employee's own doctor, must be submitted.

- 24.03 An employee placed on a job because of disability will have that disability reviewed at least annually. The Company reserves the right to require an employee to attend a company physician or specialist for assessment after certification of disability.
- 24.04 The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the collective agreement shall be mutually agreed to by the parties.
- 24.05 Nothing in this Article 24 is to be construed as a waiver of the rights or obligations of the parties under the provisions of the Ontario Human Rights Code.

ARTICLE 25 – GENERAL

- 25.01 It shall be the responsibility of the employee to notify the Company in writing of any change in their address and telephone number as soon as possible after the move or change of telephone number. If an employee fails to do so, the Company shall not be responsible for failure of any notice or contact to reach such employee.
- 25.02 The Company will reimburse all employees, who have completed the probationary period, the cost of safety shoes to a maximum amount of up to (see chart below) once each calendar year, except that employees regularly assigned to foundry and maintenance on shift in foundry, shall wear gator safety boots and shall be reimbursed up to a maximum of (see chart below) for the first and second pair, and up to a maximum of \$50.00 for the third pair respectively during such period. In the event replacement of footwear is necessary, machining personnel and skilled trades in maintenance, other than maintenance personnel on shift in foundry, will be entitled to up to two (2) pair of shoes each calendar year and shall be reimbursed up to a maximum of (see chart below). In all cases, reimbursement is subject to the employee providing a bona fide receipt. Safety shoes shall be worn at all times by employees in the plant.

Article 25.02

	Effective Date		
	19-Dec-97	19-Dec-98	19-Dec-99
Annual Boot Allowance			
General	\$100.00	\$105.00	\$110.00
Foundry			
- 1st Pair	\$115.00	\$120.00	\$125.00
- 2nd Pair	\$115.00	\$115.00	\$115.00
- 3rd Pair	\$50.00	\$50.00	\$50.00
Machining & Maintenance			
- 1st Pair	\$100.00	\$105.00	\$110.00
- 2nd Pair	\$100.00	\$100.00	\$100.00

- 25.03 Commencing the beginning of the first pay period in March, 1995, the Company agrees to pay into a special fund, two cents (\$.02) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to:

C.A.W. Leadership Training Fund, P.O. Box 897, Port Elgin, Ontario,
N0H 2C0

The Company further agree that members of the bargaining unit, selected by the Union to attend such courses, upon reasonable notice, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary.

ARTICLE 26 – TRANSFERS OUTSIDE AND RETURN TO BARGAINING UNIT

- 26.01 Employees who accept a transfer or promotion outside the bargaining unit may return, anytime up to four (4) months after they leave the bargaining unit, provided that a vacancy exists for which they are qualified, and also provided that no bargaining unit employee with seniority may be laid off as a result, and provided further that no bargaining unit employee with seniority is on layoff at the time of the return.
- 26.02 Any employee who is returned as above will be credited with the seniority held at the time he left the bargaining unit, but the employee will be credited with all service for benefit purposes.
- 26.03 Employees who accept a transfer outside the bargaining unit to temporary staff positions for periods not to exceed a total of 60 days worked in any period of 365 consecutive days shall be entitled to return to their former position with accumulation of seniority while working in and out of the bargaining unit.
- 26.04 Exceptions to the provisions of this Article may be made by mutual agreement between the Company and the Union.

ARTICLE 27 – JURY DUTY

- 27.01 An employee who is required to report for jury duty shall be paid the difference between the employee's straight time (non-premium) hourly rate and the fee paid by the Court, for straight time lost while serving on jury duty. In order to qualify for payment under this section, the employee must provide the Company with prior notice of the summons for jury duty.

- 27.02 An employee who, by reason of summons or subpoena, is required by law to do anything, shall be granted a corresponding leave of absence without pay for the period required by the terms of the summons or subpoena and the employee shall retain and accumulate seniority for the required period.

ARTICLE 28 – PAYDAY

28.01 The Company shall maintain its practice of paying employees bi-weekly on Thursday by direct bank deposit. Effective no later than January 1, 1996, the Company will begin paying employees weekly on Thursday by direct bank deposit.

28.02 All pay errors amounting to at least **eight (8)** hours pay will be paid by separate **cheque** within **two (2)** working days provided the Company is responsible for the error. The Union will not be unreasonable in the application of **this** provision.

ARTICLE 29 – EQUIPMENT AND TOOLS

29.01 The Company agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed during the life of this collective agreement.

Employees assigned tools for personal use are required to exercise proper care and diligence in the use, safeguarding and inventory of tools assigned to them, including lock up, and shall be responsible for tools lost or damaged through carelessness. The Company shall continue to supply a tool box and lock for those employees to whom tools are assigned personally.

ARTICLE 30 – REPORTING IN PAY

30.01 Employees who report for work and find that **no** work is available on their regular job will be provided with four **(4)** hours work on other available jobs. If there is nothing available, then the employee will receive four **(4)** hours pay at their applicable hourly rate.

30.02 No reporting-in-pay will be made if the employee has been notified not to report to work, or if the reasons for lack of work are beyond the control of the Company, i.e. disaster, floods, storms, or acts of God.

30.03 There shall be no pyramiding **of** premium pay under the provisions of this Article with any other overtime premium.

ARTICLE 31 – EMERGENCY CALL-BACK PAY

- 31.01 An employee who is called back for emergency work after leaving the plant after completion of his/her regular shift, will be guaranteed a minimum of four (4) hours pay at the applicable overtime rate.
- 31.02 There shall be no pyramiding of premium pay under the provisions of this Article with any other overtime premium.

ARTICLE 32 – INJURY ON THE JOB

- 32.01 An employee who is injured at work and unable to continue at their job or complete their shift shall be paid their regular earnings for the balance of their shift on which the injury occurred.

ARTICLE 33 – HOURS OF WORK

- 33.01 The normal daily hours of work will be eight (8) hours per day Monday through Friday, and forty (40) hours will constitute a normal work week. An employee's work week shall start with the commencement of the employee's day on Monday, except as may be agreed otherwise by the parties.
- 33.02 This statement of the normal hours of work shall not be construed as a guarantee of any minimum number of hours of work per day, or per week, or of days of work per week.
- 33.03 The current recognized permanent day shift(s) (7-3:30/8-4:30) and three (3) rotating shifts (7-3, 11-7, 3-11) or two (2) rotating shifts (7-3, 3-11) shall be maintained during the life of this Collective Agreement. Exceptions shall be governed by written letter(s) of understanding between the parties. The union shall not unreasonably deny consent for the addition or variation of shifts required to meet production needs.
- 33.04 The starting and quitting times of the respective shifts may be modified by the Company by up to one (1) hour either way, after consultation with the Union. Any greater duration shall be by written agreement of the parties.
- 33.05 Where the Company determines it is necessary to change an employee's shift, the Company will endeavor to give a minimum of two (2) regular working days notice or as agreed to by the parties. Similarly, provided employees requesting a change in shift have the skill and experience to perform the work, the Company agrees that employees may from time to time request the opportunity of exchanging shifts for their convenience or special needs with other employees having the skill and experience, and who consent to exchange shifts.

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- 36.03 **The Company will provide the Union with a copy of all overtime hours paid to each employee at the end of each month.**

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33.06 In calculating the pay to which an employee is entitled under this article and article 35, an employee's "day" shall be the twenty-four (24) consecutive hours from; the time an employee is scheduled to start work on the particular calendar day, or the time an employee commenced work on the particular day if earlier than the employee's scheduled starting time for that day, as the case may be.

ARTICLE 34 – REST AND MEAL PERIODS

34.01 Each shift shall include one (1) thirteen (13) minute paid rest break in each half of the shift and prior to the commencement of overtime scheduled to be in excess of two (2) hours.

34.02 The permanent day shift shall include a rest break

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ARTICLE 43 – NATIONAL DAY OF MOURNING

43.01 The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of workers killed on the job.

43.02 Minute of Silence – Violence Against Women

The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on December 6th of each year, in observance of the women killed in Montreal.

ARTICLE 44 – DURATION

44.01 This Agreement shall become effective on the 19th day of December 1997, and shall remain in full force and effect, save and except as otherwise herein expressly provided, until midnight, the 18th day of December, 2000, and shall continue automatically thereafter during annual periods of one (1) year and, unless either party notifies the other party in writing as provided for in Article 44.02 hereof of its desire to negotiate amendments to this Agreement.

44.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 18th day of December, 2000, or during similar annual periods thereafter. If notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

APPENDIX A

JOB CLASSIFICATION AND WAGES

Classification	Effective 19-Dec-97	19-Dec-97	19-Dec-98	19-Dec-98	19-Dec-99	19-Dec-99
	Start Rate	6 Month	Start Rate	6 Month	Start Rate	6 Month Job Rate
Production Technician (Machining, Paint, Heat Treat, Q.A. Line Audit, Material Handler, Maintenance Service, Stores Administrator, Foundry Support)	14.9900	16.0600	15.2600	16.3500	15.5700	16.6800
Foundry Technician (Casting, Furnace), Mould Repair Technician, Plant Audit Technician, Stores Analyst, Functional Test Technician, Helper (Paint, Waste Water, Powder Paint), Foundry Service	16.4200	17.6100	16.7200	17.9300	17.0600	18.2900
Set-up, Set-up Trainer (Machining, Paint, Waste Water, Powder Paint). Lead Hand, Material Handling, Process Technician - Chemistry, Process Development Technician, Lab Technician, Gauge & Calibration Technician	17.4400	18.7100	17.7600	19.0500	18.1200	19.4400
Set-up, Set-up Trainer Foundry (Furnace, Casting), Lead Hand - Stores	19.0000	20.3900	19.3500	20.7600	19.7400	21.1800
Electrical - Journeyperson Industrial Mechanic (Miltwright)	21.4600	23.0200	21.8500	23.4400	22.2900	23.9100
Tool and Die - Journeyperson Welder - Journeyperson						
Shift Premium				-Afternoons	0.5000	
				-Midnights	0.6500	
				-Continental	1.0000	

Appendix B
SKILLED TRADES
TO
ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
AND
CAW – CANADA
COLLECTIVE AGREEMENT

1. (a) The purpose of this Appendix I is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with Skilled Trades work covered by this collective agreement. Work covered by this Appendix I shall be performed only by the Trades and Classifications set out herein.
- (b) The provisions of the general collective agreement shall apply to employees in the recognized trades and classifications listed herein, except as altered by the provisions of this Appendix I.
- (c) The Skilled Trades covered by this Appendix I constitute those trades for which an apprenticeship is usually served together with those classifications which form part of an apprenticeable trade.
- (d) A journey person in any of the designated Skilled Trades shall mean any person who:
- (i) has completed a bona fide apprenticeship of at least four (4) years or 8,000 hours (9,000 hours – Electrical) and has a substantiating certificate of qualification; or
 - (ii) is presently employed and recognized by the Company as a journey person in any of the following Skilled Trades
Electrical
Mechanical
Tool and Die
Welder
 - (iii) holds a recognized CAW **Journey person** Card in the trade in which he/she claims recognition.
 - (iv) "Supplemental Helper" – the term "supplemental helper" means any person who has been temporarily transferred to assist **journeypersons** to supplement the work force of a skilled trade, in circumstances recommended by the Skilled Trades Committee.

Employees temporarily transferred as a "supplemental helper" shall receive the entry rate of the skilled trades for all hours worked as a "supplemental helper".

- (e) Entry into the Skilled Trades shall be restricted to persons:
 - (i) who qualify as journeypersons under the provisions set forth in the immediately preceding paragraphs, or
 - (ii) who qualify for **journeyperson** status through any apprenticeship program which may be negotiated by the parties as agreed by the Skilled Trades Committee,
 - (iii) who provide documents at date of hire or transfer, satisfactory to the Company, and the Skilled Trades Committee, proving their claim to journeyperson status.

(f) **SKILLED TRADE SENIORITY**

- (a) a newly hired probationary journeyperson shall acquire seniority rights in a skilled trade consistent with the provisions of Article 10.02 of the collective agreement
- (b) employees who are in Skilled Trades as at the date of this collective agreement shall retain their seniority established at that date and continue to accrue seniority thereafter
- (c) the application of seniority in the skilled trade occupations shall be by non-interchangeable occupations. Seniority lists shall be by basic trade or occupation
- (d) unless otherwise agreed by the parties, a journeyperson, or apprentice currently in a skilled trade will have seniority date of entry with the Company in such skilled trade and shall continue to accumulate plant-wide seniority
- (e) a supplemental helper shall not accumulate seniority within a skilled trade but shall accumulate plant-wide seniority
- (f) **WAGES** -- See Appendix A attached hereto

2. **A** Skilled Trades Committee will be recognized for the purpose of discussing all matters which pertain to the Skilled Trades program. This Committee shall be comprised of the **CAW** Skilled Trades Committeeperson, the alternate skilled trades representative and the CAW Plant Chairperson appointed or elected by the Union and three (3) members appointed by management. This Committee shall also serve as the Joint Apprenticeship Committee. The Skilled Trades Committee shall develop job descriptions and classifications for the skilled trades recognized by the Company. The Committee shall also have the mandate to interpret lines of demarcation and job descriptions, and overtime distribution.

3. APPLICATION FOR APPRENTICESHIP

- (a) Application for apprenticeship shall be by way of the job posting procedure under Article 12 of the collective agreement from applicants considering themselves eligible under the program of training. Such applications shall be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentice is the sole responsibility of the Company
- (b) In order to be eligible for apprenticeship under these standards, the applicant must meet the following qualifications:
 - (1) grade 12, or its educational equivalent.Exceptions to these requirements may be made by the Company for applicants who have **unusual** qualifications, or upon recommendation of the Committee. It is understood that all applicants must successfully pass the Company's regular employment requirements.
- (c) On the recommendation of the Committee, credit for prior experience in the applicable trade may be given after evaluation, subject to approval by the Ministry. Review will be made after completion of apprentices' probationary period.
- (d) The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction outlined herein.
- (e) The first six (6) months worked as an apprentice, but not less than one thousand (1,000) hours worked shall be a probationary period for every apprentice. During this period, the apprentice may elect to return to the position previously held, with the seniority held at the date he joined the apprenticeship program, in which case, he shall be deemed to have abandoned the program and the registration agencies shall be so advised. Otherwise, during this probationary period, the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee, in which case, the apprentice shall be permitted to return to the position previously held, with the seniority held at the date he/she joined the apprenticeship program.
- (f) HOURS OF WORK – Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeypersons employed by the Company. In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the actual hours of work to a maximum of forty (40) hours per week actually worked.

- (g) **RATIO** - The ratio of apprentice to journeypersons shall not exceed one apprentice for five (5) journeypersons in the trade in which he/she is apprenticed, unless by approval of the Skilled Trades Committee. If layoffs become necessary, apprentices shall be laid off first in the same ratio.
- (h) **Discipline** - The Committee shall have the authority to recommend cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- (1) inability to learn;
- (2) unreliability;
- (3) failure to regularly attend classroom instruction.

- (i) **WAGES** - Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

	<u>Mech.</u>	<u>Elect.</u>
1 st 1,000 hrs - not less than	65%	65% of the journeyperson's rate
2 nd 1,000 hrs - not less than	75%	75% of the journeyperson's rate
3 rd & 4 th 1,000 hrs - not less than	80%	80% of the journeyperson's rate
5 th & 6 th 1,000 hrs - not less than	90%	85% of the journeyperson's rate
7 th & 8 th 1,000 hrs - not less than	95%	90% of the journeyperson's rate
9 th 1,000 hrs - not less than	---	95% of the journeyperson's rate

Hours spent in classroom instruction shall not be considered hours of work in computing overtime. Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

The apprentice shall also receive the annual improvement factor that is accorded to the applicable trade where such contract provision exists.

When an apprentice has completed the requisite hours of training, and has successfully passed the required examination and has been granted certification, he/she is to receive not less than the minimum rate to skilled journeyperson in the trade in which he/she has served the apprenticeship provided an opening exists and he/she is selected for employment as a journeyperson. An apprentice who has completed the requisite hours of training and who **fails** or refuses to write the required examination and obtain certification within **three (3)** months of completion of the requisite hours shall not be employed as a journeyperson. The matter shall be referred to the Skilled Trades Committee.

- (j) **ACADEMIC TRAINING** – Apprentices are required as a condition of apprenticeship to receive and attend classroom instruction at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification may be made to the schedules by the Committee subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. The student apprentice is required to furnish each month proof of his/her attendance at the school.
- (k) **SUPERVISOR OF APPRENTICES** – Apprentices shall be under the direction of the Supervisor of Apprentices. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. The Supervisor of Apprentices, or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms regarding direction, instruction and experience, and shall cause a report at least every thirty (30) days, on the work and progress of the apprentice, to be submitted to the Committee for review.
- (l) **SENIORITY** – The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the trade such as "toolmaker" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off, and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 100% of time spent as an apprentice but not more than three (3) years. The apprentice shall accumulate full plant-wide seniority for benefit purposes.

After one thousand (1,000) hours as an apprentice, an apprentice shall have as his/her seniority date the date he/she was accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice, except as follows:

- (1) A production employee cannot exercise his seniority to displace a journeyman or apprentice within a skilled trade. Similarly, a journeyman or apprentice may not exercise his seniority to displace an employee in the production bargaining unit.

- (m) APPRENTICESHIP AGREEMENT - "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if he is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement.

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union
6. The National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada)

- (n) CERTIFICATE OF COMPLETION OF APPRENTICESHIP - Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Department of Labour, that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Department of Labour unless recommended by the Committee.

4. The Company will give the Union prior notice of the need to use Contractors with regard to scheduled contract work, except in emergency situations. The intent of this provision being to allow the Union to respond in a positive and timely manner in attempting to keep such work in-house. The Company will ensure that skilled tradespersons receive training when new technology or equipment is introduced. The training may include, but not limited to, bargaining unit tradespersons assisting contractors with the installation.

When skilled trades are on layoff, the Company agrees that the work of the skilled trades shall be performed within the bargaining unit except in the cases of:

- (i) short completion time requirements and the immediate unavailability of skilled trades workers present for the work to be performed.

5. EMERGENCIES
The Company agrees that it will not regularly or under normal circumstances assign skilled trades employees to work in other trade classifications.

The Company may, in the event of emergency, request a skilled tradesperson to perform duties outside his classification if sufficient tradespersons are unavailable in the category in which such emergency arose.

6. Skilled trades employees on layoff may be considered for any vacancies within the plant provided that no other bargaining unit employees are on layoff and provided further that they have the abilities to perform the required job duties. It is understood that if such skilled trades employee accepts a position outside the skilled trades classifications, they shall continue to accumulate seniority and will retain all recall rights within the skilled trades subject to Article 10.01. It being understood that the employee will accept the job rate of pay of the job classification the employee is entering and further that the employee's production seniority date shall be his/her entry date into the production classifications.

Apprenticeship

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA)LTD
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991

(hereinafter referred to as the "Union")

The Company will establish an apprenticeship program during the term of this agreement.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Continuous Operation

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD
(hereinafter referred to as the "Company")

and

CAW - CANADA AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

1. Notwithstanding any other provisions in this Collective Agreement, the Company may introduce a continuous operation and shift schedule for any job, group of jobs, department or classification.
2. It is understood that it is the Company's intent to implement a Continuous Shift schedule on a gradual basis. Prior to implementing a continuous shift schedule in any department, the Company will provide the Union and the affected employees with at least thirty (30) days notice and will discuss any matters of concern with the Union.
3. By mutual agreement between the Company and the Union, a shift rotation of eight (8) hour shifts may be substituted for a twelve (12) hour rotation in any department.

The normal working hours for a continuous shift employee shall be twelve (12) hours with a twenty (25) minute paid lunch break, which includes a five (5) minute paid wash up period. In addition, there shall be four (4) paid breaks of thirteen (13) minutes each. Normal hours of work shall be:

Day Shift:	7:00 a.m. to 7:00 p.m.
Night Shift:	7:00 p.m. to 7:00 a.m.

The work week will run from 7 a.m. Sunday to 7 a.m. the following Sunday. The normal shift rotation shall be in accordance with the schedule which will be adopted through the recommendations of the committee. This statement of the normal hours of work shall not be construed as a guarantee of any minimum number of hours of work per day, work per week, or of days of work per week.

4. The shift premium for continuous shift employees shall be one dollar (\$1.00) per hour for all hours worked on a Continuous Shift schedule.

5. When a shift is impacted by moving into daylight savings time, continuous shift employees working twelve (12) hour shifts will work eleven (11) hours and be paid for eleven (11) hours. When a shift is impacted by moving out of daylight savings time, continuous shift employees working twelve (12) hour shifts will work a total of thirteen (13) hours, twelve (12) hours of which will be paid at straight time and one (1) hour at double time.
6. Continuous shift employees shall be paid the following overtime premiums:
 - (a) time and one half for all hours worked beyond forty (40) hours in any one work week
 - (b) double time for all authorized hours worked in excess of a normal scheduled twelve (12) hour shift
 - (c) for all hours worked on a scheduled day of rest, time and one half shall be paid for up to twelve (12) hours and double time after twelve (12) hours worked
 - (d) if an employee's scheduled day of rest falls on a Sunday or paid holiday and the employee works on such day, he/she shall be paid at the rate of double time for all hours worked
7. For the purpose of Article 37 (Paid Holidays) continuous shift employees eligible for designated holidays will be paid on the following basis:
 - (a) If the plant is not operating on the holiday, or the employee is not scheduled to work on the holiday, the employee shall be paid for eight (8) hours at his/her regular rate.
 - (b) If the plant is operating on the holiday and the holiday falls on an employee's scheduled working day, the employee shall be paid double time for hours worked on his/her twelve (12) hour shift plus eight (8) hours holiday pay, provided the employee qualifies under Article 37.
8. For the purpose of Article 20 (Bereavement Leave) employees working twelve (12) hour shifts will be excused for three (3) of the employee's normally scheduled twelve (12) hour days to permit for making arrangements or attending the funeral.
9. For the purpose of Article 38 (Vacation With Pay Plan) and Foundry Incentive, employees working twelve (12) hour shifts will receive the same number of hours of paid vacation time as those employees working eight (8) hour shifts under Article 38.03 and may bank the same number of hours as those employees working eight (8) hour shifts under Article 38.04. Vacation pay for an employee working twelve (12) hour shifts will be based on the number of hours they would otherwise have been scheduled to work during the week of vacation, at straight time rates.
10. There shall be no pyramiding or duplication of premium payments under the provisions of this Letter of Understanding.

11. Where there is a conflict between any provision of this Letter of Understanding and any provision of the Collective Agreement, this Letter of Understanding shall apply.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Fixed Shifts

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")
and
CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

In order to better serve the future needs of the Company and its employees, the Company and the Union agree to investigate the possibility **and** usefulness of the concept of fixed shift operations. The Company will agree to the implementation of fixed shifts upon mutual agreement of both the Company and the Union with regard to all the details involved in implementing a fixed shift operation.

Dated at Barrie, Ontario this 15 day of March, 1998

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Foundry Incentive

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

All current employees employed in the foundry and 3 skilled trades personnel per shift (1 electrician, 1 mechanic, 1 tool & die) **shall** continue to receive their current foundry incentive vacation days for every 1840 hours worked in the foundry. **All** new employees employed in the foundry shall receive five (5) vacation days maximum for every 1840 hours worked in the foundry.

Those employees not covered by the above may apply to be included in the foundry incentive provided that they spend at least fifty percent (50%) of their normal working hours within the foundry and further that the parties mutually agree that the employee should be included in the foundry incentive.

Upon **becoming** entitled to foundry incentive, an employee may elect to receive all **or** part of it by cash payment. Any entitlement not taken as vacation within **six** months will **automatically** be compensated by cash payment.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Kick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Internal Recall

LETTER OF UNDERSTANDING
Between:
ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")
and
CAW – CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company and the Union agree to the following terms and conditions respecting the recall of employees.

1. An employee laid off from his/her classification who remains at work in the plant shall have the right to be recalled to his/her former classification for a period of 90 calendar days.
2. This agreement is made in good faith and is intended to give an affected employee the right to his/her job held previous to being impacted by a lay off. Furthermore, the parties agree not to misuse these recall provisions to circumvent the job posting provisions contained in the Collective Agreement.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Labour/Management Committee

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")
and
CAW – CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

A Labour/Management Committee shall be formed within three (3) months of ratification of this agreement as follows: the Committee shall be comprised of the Union Bargaining Committee as per Article 4.05 and an equal number of Management members.

The Union may have the assistance of such National Union representatives as may be required from time to time, provided notice is given to the Management Committee members.

The Labour/Management Committee mandate shall include but not be limited to analysis and problem solving, training program revision, and matters of common interest or concern which may affect the workplace.

The Committee shall meet at least quarterly and either party may add items to the agenda up to 10 days prior to a meeting date.

Consistent with the Purpose and Values Statement in this agreement, the implementation of any unanimous recommendation of this Committee shall be seriously and objectively responded to by Management, provided that it is also consistent with the mandate of the Committee.

Should either party wish to disband the Committee or discontinue meetings for any reason, this action will be taken upon written notice of thirty (30) days and then only after full discussion of such reasons between the Local in-plant Committee, the National Union and the Company.

Time spent in preparation for and attending these meetings shall be in addition to negotiated representation time.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Lieu Time

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.

(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991

(hereinafter referred to as the "Union")

1. Subject to the provisions of paragraph 2 below, the Company agrees to maintain its lieu time program during the **life** of the collective agreement.
2. Employees will be allowed to "buy out" their banked lieu time every three months (quarterly). Employees can only bank **up** to forty (**40**) hours total once in any calendar year.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Kick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Modified Work

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")
and
CAW – CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company and the Union agree to structure a joint Committee, within six (6) months of ratification of this renewal collective agreement, for the purpose of jointly developing a modified work program. The specifics of the program will be mutually agreed to between the parties. The Committee will be comprised of three (3) bargaining unit employees as selected by the CAW Chairperson and three (3) management employees as selected by the Company. The Committee's mandate shall focus on the development of a policy that contemplates an employee returning to work as soon as is practical and reasonably possible while continuing to recognize the employee's unique situation and needs.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Occupational Health and Safety Standards

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The parties agreed during the 1997 negotiations that the legislative requirements under the Occupational Health and Safety Act and Regulations as of January 1, 1996, will be reserved as a minimum standard during the life of the collective agreement.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Pagers and Two-Way Radios

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company agrees to provide pagers or two-way radios as follows: Such pagers or radios shall be limited to two (2) for the Union Committee off-shift representatives; one (1) for the Union Plant Committee Chairperson; and two (2) for the Health and Safety representatives.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Pension Plan

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")
and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company agrees to make the contributions necessary to upgrade the pension benefits earned to December **31, 1997** from a career average earnings base to the last five (5) years average earnings prior to January **1, 1998**. Earnings after January **1, 1998** will not be affected by this enhancement.

The Company agrees to make a lump sum payment of \$150 to all current bargaining unit retirees or surviving spouses on April **1, 1998**, November **1, 1998** and November **1, 1999**.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Reinstated Grievances

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The parties acknowledge the desirability of ensuring prompt **and final** resolution of employee grievances. The parties also recognize that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the National Union (CAW Canada), by either (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition of a grievance was improperly effected by the Union or Union Representative involved, the National Union may inform the Employee Relations Supervisor in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Company will **not be** liable for any claims for damages, including back pay claims, arising out of the grievances that are either (i) already barred under the provisions of the aforementioned Agreement at the time of reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditional upon the prior agreement of the Union and the employee or employees involved that **none** of them will thereafter pursue such claims for damages against the Company in the grievance procedure, or in any court or before any Federal, Provincial or Municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Chairperson of the Appeal Board or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement. It is also understood that the grievor(s) have a period of thirty (30) days beyond the date of the withdrawal of the grievance to indicate their intention to use the aforementioned reinstatement procedure. It is also understood that the reinstatement procedure will **not be** available beyond the above time frame.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the aforementioned agreement except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any Appeal Board decisions or other grievance resolutions.

It is understood this letter and the Company's obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

Dated at Barrie, Ontario this 15 day of March, 1998

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Shorter Term Staffing

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD
(hereinafter referred to as the "Company")
and
CAW – CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

During the course of negotiations, the parties hereto had extensive discussions regarding the need to address shorter-term staffing problems.

In order to respond to fluctuating market situations and production requirements of an unexpected or non-permanent nature, the parties agreed as follows:

When circumstances arise which require the Company to hire ten (10) or more employees under the provisions of this letter, the parties will meet to discuss the rationale for implementing this Letter.

The Union will be given full details of the circumstances, and after meaningful discussion will be requested to consent to the short term procedures to be implemented. Such consent shall not be unreasonably withheld.

Should the circumstances which prompted the hiring continue beyond thirty (30) days, the parties shall meet to assess the circumstances and future requirements at the request of the Plant Committee.

Employees hired under this Letter will not acquire seniority unless they have been actively employed for a period or periods totaling sixty-six (66) days actually worked by the employee in any period of 365 consecutive days. During this period such employees shall have no seniority rights. Upon completion of such period(s), the employee(s) shall be deemed to have fulfilled the probationary period under the collective agreement and their name(s) shall be added to the seniority list. All time spent at work under this Letter will count as accumulated days towards attaining seniority. In determining days worked to fulfill probationary period, no account will be taken of premium days worked on weekends. Upon completion of the probationary period, the employee's seniority shall date back to their date of hire.

This Letter cannot be implemented while seniority employees are on layoff, neither can employees hired under this Letter be retained at work if seniority employees are to be laid off; provided such seniority employees are available and able to report for work. Employees hired under this Letter shall become and remain members of the Union and will pay dues in accordance with the Union's Constitution.

The parties agree that the maximum number of employees hired under this Letter cannot exceed ten percent (10%) of the bargaining unit or sixty (60) employees; whichever is the greater, except in extraordinary circumstances, and except where it is necessary to supplement a weekend worker program.

The Union shall not unreasonably withhold consent to a hiring proposal under the mutually agreed terms of this Letter. Should the parties fail to agree regarding a hiring proposal within the spirit and intent of this Letter, the Company may then proceed to hire employees subject to the Union's right to grieve.

It is understood that there is no guarantee of hours of work in any day or in any days of the week for such employees hired under the provisions of this Letter of Understanding.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Social Justice Fund

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")

and

CAW – CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company agrees to pay one thousand dollars (\$1,000) per year of the collective agreement to the CAW Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-governmental relief and development organizations. Such monies are to be paid during the month of April of each year of the collective agreement and sent by the Company to the following address:

C.A.W. Social Justice Fund
205 Placer Court
Willowdale, Ontario M5H 3H9

Dated at Barrie, Ontario this 15 day of March, 1998

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Substance Abuse

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD
(hereinafter referred to as the "Company")
and
CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company and the Union recognize substance abuse as an illness and as such are committed to encouraging early treatment, and assisting willing employees toward full rehabilitation in the event of substance abuse and its related problems. The Company and the Union further agree that such assistance will be kept strictly confidential and that both parties will mutually agree upon the conditions and timing of an employee's return to work, if applicable.

Due to the nature of the duty to accommodate and the spirit and intent of this Letter of Understanding, the parties agree to show reasonable and appropriate flexibility respecting time limitations contemplated by Article 7 of the collective agreement. In consideration of such flexibility, the employee(s) involved shall be expected to co-operate fully with the parties and the provisions of a rehabilitation program.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Tan Program

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD
(hereinafter referred to as the "Company")

and

CAW – CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company and the Union agree to participate in the Temporary Absence Program (TAP) where practical and warranted under terms agreed to by both parties when approved by the Ministry of Correctional Services provided that:

1. the employee's seniority had not already been lost; and
2. the nature of the misconduct which had resulted in the jail sentence had not already impacted the employer - employee relationship; and
3. the Company had no plans to either suspend or discharge the employee for absence from work or other Company rule violations occurring apart from the issue for which the Ministry approached the Company.

The parties agree that an employee may be given consideration under the TAP Program only once. Exceptions to the above may be made by mutual written agreement of the parties.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Training

19, December, 1997

Rene Lafontaine
CAW Local 1991 Chairperson

Rene,

The Company agrees that where training on process or equipment **is** to be undertaken, such training shall be offered where possible, within the affected classification by seniority. In instances where this **is** not possible, the Company shall discuss with the Union the reasons why it is not possible. The Company will make its' best efforts to ensure full job rotation training is offered to employees within each classification.

Sincerely

K. Thompson
Manager, Human Resources

Weekend Worker

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

WHEREAS during the course of negotiations, the parties hereto have agreed to the following provisions respecting Weekend Worker Programs during the life of this collective agreement:

- 1 Hours of Work & Shift Rotation
Comprised of two (2) twelve (12) hour shifts rotating on a weekly basis.
Days 10:50 - 23:10
Nights 22:50 - 11:10
Three (3) fifteen (15) minute breaks
Two (2) twenty (20) minute meal breaks
- 2 Shift Premium
Night Shift premium to apply to 22:50 - 11:10 shift for eight (8) hours worked.
Afternoon Shift premium to apply to 10:50 - 23:10 shift for eight (8) hours worked
- 3 Emergency Call-Back Pay
Six (6) hours at applicable hourly rate
- 4 Reporting-in Pay
Six (6) hours at applicable hourly rate
- 5 Paid Holidays
Weekend workers will receive the same number of paid holidays as the regular weekly workers.
Weekend workers shall receive twice their regular hourly rate for hours worked on a paid holiday, plus eight (8) hours holiday pay, if otherwise eligible under the provisions of the collective agreement. There shall be no pyramiding of overtime premium.
A weekend worker shall not be required to work Saturday(s) and Sunday(s) during the Christmas holiday period recognized under this collective agreement, and shall not be correspondingly disentitled to holiday pay if they otherwise qualify.
- 6 Benefit Programs
The Benefit Program provisions of the collective agreement shall apply

7. Bereavement and Jury Duty
If a bereavement leave involves Saturday and/or Sunday, the Company shall pay the normal pay rate, for twelve (12) hours pay, for the Saturday and/or Sunday lost, as the case may be. The Company shall attempt to schedule make up time for wages lost, if any, during the next following four (4) week periods.

If pay is lost due to Jury Duty, the Company shall make up lost pay in accordance with the provisions of the collective agreement.
8. Probationary Period Credit
For determination of the probationary period for a weekend worker, one (1) weekend worked shall be the equivalent of five (5) days worked. Where the probationary credit under this Article is deemed by the Company to be insufficient to make the proper determination regarding any probationary employee(s) suitability for permanent work, the parties will meet and review the possibility for an extended probationary period.
9. Recruitment For Weekend Worker Program
Seniority employees shall first be selected by seniority, skills and experience, in accordance with job posting provisions of Article 12 of the collective agreement.
10. Representation
One bargaining unit employee for each one hundred (100) employees on each weekend worker shift shall be appointed by the Union as an alternate Committee person and for health and safety representation.
11. Discontinuance
In the event of discontinuance of a weekend worker program, the employees shall return to their previous position with accumulated seniority. The Company shall provide seven (7) calendar day's notice of discontinuance of weekend worker shifts.
12. Vacation and Vacation Pay
For the purpose of vacation and vacation pay, one (1) weekend = one (1) week's vacation. A weekend worker may bank five (5) days per year, to a maximum of twenty-five (25) days, on the basis of one (1) weekend = one (1) week's vacation.
13. Maternity, Adoption & Parental Leave
The provisions of the collective agreement shall apply on the basis of one (1) weekend leave = one (1) week's leave.
14. Employee Privileges
Weekend workers shall be entitled to the privileges that apply to regular employees.

15. Overtime
Twice the employee's normal hourly rate shall be paid for hours worked in excess of the regularly scheduled twelve (12) hour weekend shifts on Saturday and Sunday. There shall be no pyramiding of overtime premium pay.
16. Fay
A weekend worker shall be paid twenty (20) hour's pay for each weekend shift worked: forty (40) hours for each weekend worked. Sickness and accident time lost is based on one (1) weekend shift lost =twenty (20) hours lost.
17. Foundry Incentive
Hours worked in the foundry are credited to the foundry incentive: twenty-four (24) hours worked = forty (40) hours credited to the incentive.
18. Retroactivity
The parties anticipate that a Weekend Worker Program may be implemented prior to ratification of the collective agreement, in accordance with the provisions of this Letter of Understanding, and on the further understanding that the applicable monetary provisions of the collective agreement that provide a greater monetary benefit than the provisions of this Letter of Understanding shall apply retroactively to a Weekend Worker Program implemented as per this Letter of Understanding.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Wheel Purchase

LETTER OF UNDERSTANDING
Between.
ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as **the** "Company")
and
CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as **the** "Union")

Employees and CAW National Representatives may purchase one set of wheels every 24 months at the customer's purchase price. This letter shall only become operative after the respective customer has granted written approval for this practice.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Work Standards

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company agrees to consult with the Union Committee in the event of major changes required to work standards.

Dated at Barrie, Ontario this 15 day of March, 1998

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Walter
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Workers' Compensation

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD
(hereinafter referred to as the "Company")

and

CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

The Company agrees to **allow** employees to collect short term disability benefits while awaiting payment from a Workplace Safety Insurance Board claim subject to the following:

1. There is a three week waiting period before **an** employee can apply for short term disability benefits until their claim is processed.
2. The employee must agree to sign over any monies paid by WSIB to the Company to the extent that it covers the monies paid by the short term disability program.

This letter of understanding shall be implemented on a trial basis over the life of the collective agreement. The parties shall meet to review the utility and purpose of the letter of understanding and if employees are seen to be abusing this Letter of Understanding, the parties shall seek to make changes including cancellation of the letter upon consultation with the Union.

Dated at Barrie, Ontario this 15 day of March, 1998.

FOR THE UNION

Rene Lafontaine
Mike Bagley
Rick Desmarais
Joe Dufresne
Jerry Gagne
Grant MacKenzie
Ron Taylor
Earl Thomas
Dawn Cartwright

FOR THE COMPANY

John Waller
Kris Thompson
Drew Wilson
Clayton Atkinson
Jeff McCurley

Workplace Harassment Training & Education

LETTER OF UNDERSTANDING

Between:

ALLOY WHEELS INTERNATIONAL (CANADA) LTD.
(hereinafter referred to as the "Company")
and
CAW - CANADA, AND ITS LOCAL 1991
(hereinafter referred to as the "Union")

Consistent with Article 23.03 of the Collective Agreement, the Company and the Union are committed to maintaining a workplace free from all forms of harassment.

To these ends, the Company and the Union agree to implement an education and training program relating to workplace harassment paid for by the Company. Such training will focus on the education and training of all employees regarding workplace harassment. **This program shall be four (4) hours in total in no less than two (2) hour blocks, compensated at straight time.** The education and training program shall be mutually agreed to between the Company and the Union within the first year of this renewal collective agreement.

Dated at Barrie, Ontario this 15 day of March, 1998

FOR THE UNION

Mike Bagley
Dawn Cartwright
Rick Desmarais
Joe Dufresne
Jerry Gagne
Rene Lafontaine
Grant MacKenzie
Ron Taylor
Earl Thomas

FOR THE COMPANY

Clayton Atkinson
Jeff McCurley
Kris Thompson
John Waller
Drew Wilson

1998
CALENDAR

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2000
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