

# Collective Agreement

Between

Wabtec Foundry

and

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

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03/31/2007

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**AGREEMENT**  
**Entered into as of the 31st day of March 2007**  
**By and Between**  
**WABTEC FOUNDRY**  
**A DIVISION OF WABTEC CANADA INC.**  
**WALLACEBURG, ONTARIO**  
**(Hereinafter Called The Company)**  
**- and -**  
**THE INTERNATIONAL UNION, UNITED**  
**AUTOMOBILE AEROSPACE AND AGRICULTURAL**  
**IMPLEMENTWORKERS OF AMERICA (U.A.W.)**  
**AND ITS LOCAL 251**  
**(hereinafter called the "Union")**

The parties hereto mutually agree as follows:

1. The collective agreement dated October 1<sup>st</sup>, 2002, which had an expiry date of March 31<sup>st</sup>, 2007, is renewed on the terms contained herein.
2. The renewed agreement will expire on March 31<sup>st</sup>, 2010.

## **ARTICLE 1 PURPOSE**

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

## **ARTICLE 2 RECOGNITION**

2.01 The Company recognizes the Union as the sole bargaining agent for all its hourly rated employees, as certified by the Ontario Labour Relations Board, for the purpose of collective bargaining and negotiations with reference to rates of pay, hours of work, and working conditions within the scope and terms of the agreement, which may exist, or may arise during the life of this agreement. A Union Representative will be present during all meetings with employees in regards to any of the above issues.

2.02 The company recognizes that, in the interest of harmonious relations, the Union will be notified in advance of the implementation of any changes to the "Rules and Regulations" as currently posted in the workplace.

## **ARTICLE 3 UNION SECURITY**

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

3.02 All new employees, upon completion of thirty (30) working days in a twelve (12) month period, will become

members thereof in good standing, in accordance with the constitution and by-laws of the Union for the life of this agreement. The foregoing is for the purpose of union membership and in no way relates to the attainment of the employees' seniority.

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

#### **ARTICLE 4 RESERVATIONSTO MANAGEMENT**

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

4.02 The Union also recognizes the right of the Company to discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his/her probationary period has been discharged or disciplined without just cause or has been

dealt with contrary to the provisions of this agreement may be the subject of a grievance and dealt with as hereinafter provided.

## **ARTICLE 5 REPRESENTATION**

**5.01** The Company recognizes a Plant Committee of four (4) employees, who are members of the Union and have been elected and/or appointed to represent the employees of the Company. A fifth (5) committee person representing the Aluminum Dept. Will be elected or appointed if the population of the Aluminum Dept. Exceeds 15 active Aluminum Cell Workers. The Company acknowledges the right of the Union to elect a Union Representative in the following manner:

1. One full-time union chairperson (over all plants)
2. At least one committee person from the Maintenance Department
3. Two committee persons plant wide (any department)

Should an increase in production rate result in more than a two (2) shift per day operation in any production department (excluding Maintenance, Pattern Shop, and non-production Melt & Pour employees), three committee persons plant wide will be recognized.

**5.02** The Company and Union recognize that a committee person will be scheduled to work on each shift where the plant population exceeds fifteen (15) employees. The committee person(s) will then represent the employees on their respective shift(s).

**5.03** The Company will recognize a Negotiating Committee consisting of the Plant Committee as determined by Article 5.01.

5.04 The Company will recognize the Union Committee appointing a steward for the maintenance department or plant-wide on any shift that requires a steward.

5.05

1. The Plant Chairperson of the Union Committee is a full-time position assigned to a day shift only.
2. The Plant Chairperson, or his designate will provide Union representation in areas such as layoffs, recalls, overtime equalization, etc.
3. The Company recognizes that the Plant Chairperson may request permission to leave the plant in the course of his functions. Such permission shall not be unreasonably withheld.
4. In the event the Plant Chairperson should resign or lose his/her position with the Union for any reason, he/she will return to his/her last posted job. During his/her term in the position of Plant Chairperson, his/her position will be posted temporarily.
5. There will be one committee person assigned to act as the Union representative on each shift. In addition, there will be a steward assigned to each shift who will act only in the absence of the committee person. A Committee Person or steward shall obtain permission from his/her foreperson or designate, prior to leaving his/her work assignment, in order that he/she may confer on a grievance or potential grievance. The permission will be granted within one hour of the request. It is recognized that the foreperson **does** not need to know the details of such Union business but should be given enough information to establish that such business is within the scope of the collective agreement.



The committee person will inform the foreperson of any department other than his/her own before the committee person proceeds to discuss any possible grievance with any employee of that department. Following a Step One grievance meeting, the Union Representative on shift will be given (15) minutes (and additional time if warranted) to summarize the grievance information.

6. The Union stewards will be elected or appointed from the total workforce.
7. The Plant Committee will act as a full committee and will attend all scheduled meetings between the Company and Union unless otherwise decided by the Union.

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

**5.07** All members of the Plant Committee will be present at grievance or scheduled meetings between the Company and Union unless otherwise decided by the Plant Committee.

**5.08** Grievance meetings will be scheduled by the Company and the Union no more frequently than ten (10) meetings per year, and a minimum of thirty (30) days will elapse between such meetings unless this schedule is changed by mutual consent of both the Company and Union.

5.09 Discussion at these meetings will be limited to an agenda prepared by the Company and/or Union and delivered to the other party five (5) working days before the scheduled meeting.

5.10 It is understood that Committee people, as well as other employees, have their regular duties to perform. Committee people will be permitted, during their working hours, to leave their regular duties to adjust and present grievances in accordance with the provisions of the collective agreement.

5.11 Grievances and disputes relating to WSIB, S&A, or Pension claims for members of the bargaining group are to be investigated and settled during working hours but it shall not be a condition of this agreement that any of these matters cannot be settled outside of normal working hours, all parties being agreeable, and with applicable overtime premiums to be paid.

5.12 The Company will provide the Union with an office equal to or better than the existing office with all stationery supplies for the duration of this agreement.

5.13 The Plant Chairperson will be paid twenty cents (\$.20) per hour above the highest paid person in his/her department.

## **ARTICLE 6 SAFETY COMMITTEE**

6.01 The Company recognizes its obligation to provide a safe working environment consistent with Health and Safety legislation of the Province of Ontario. Within the scope of legislation, a Health and Safety Committee will be appointed. This Committee will function under the Provincial legislation in all matters pertaining to Health

and Safety, specifically Occupational Health and Safety Act R.S.O. 1990, c. 0-1, Amended by: 1992, c. 14, s. 2; 1992, c. 21, s. 63; 1993, c. 27, Sched.; 1994, c. 24, s. 35; 1994, c. 25, s. 83; 1994, c. 27, s. 120; 1995, c. 1, s. 84; 1995, c. 5, ss. 28-32; 1997, c. 4, s. 84; 1997, c. 16, s. 2; 1998, c. 8, ss. 49-60; 2001, c. 9, Sched. I, s. 3; 2001, c. 13, s. 22; 2001, c. 26.

6.02 The Workers' Representative Co-chairperson will be assigned to suitable work that does not interfere with another employee's shift rotation, at the higher of the two rates, on day shift only.

6.03 The Workers' Representative Co-chairperson will be elected or appointed from the work force. The Union Plant Committee will be responsible for choosing three Health and Safety Representatives who will be assigned to each of the three shifts. The representative on the day shift will function only in the absence of the Workers' Representative Co-chairperson but will attend any Health and Safety Committee meetings scheduled during his/her shift.

6.04 If a layoff should decrease the work force to the extent that a safety co-chairperson should be laid off from his/her classification, then in such case, he/she will be considered to have top plant-wide seniority. The seniority so conferred by this paragraph will only exist so long as the safety co-chairperson is in his/her elected position.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

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

7.02 **STEP ONE:** Should an employee have a complaint that the employee deems necessary to register, the employee will, with his/her Committee person, discuss the matter with the employee's Foreperson within two (2) working days following the date the occurrence took place or after discovery of the occurrence causing said complaint.

7.03 The employee's Foreperson will have up to three (3) working days in which to reply in writing to the Plant Chairperson regarding the complaint.

7.04 **STEP TWO:** Should the complaint not be adjusted satisfactorily, it may be reduced in writing, signed by the employee and/or committee person and the Plant Chairperson and presented to the Human Resource Manager or Designate, within three (3) working days of receipt of the answer to the complaint.

7.05 The Human Resources Manager will, within three (3) working days, give a reply in writing to the Plant Chairperson.

7.06 **STEP THREE:** If the grievance is not answered by the Company in the required time, or if the reply is not satisfactory, the Plant Chairperson may present an appeal to the grievance in writing to the Human Resources Manager within three (3) working days of receipt of the answer. A meeting will then be held between the Company and Plant Committee within thirty (30) working days. Either the President of Local 251 and/or the International Representative of the U.A.W. may be present and take part in any such conference. A final response will be given on the grievance within seven (7) working days of the date of such meeting.

7.07 An employee who has been discharged and wishes to register a grievance must do so in writing within five (5) working days of written notification of discharge and such grievance will be dealt with beginning at Step Three.

7.08 All Policy Grievances, Group Grievances, and Company Grievances will automatically begin at Step III of the Grievance Procedure.

7.09 The time limits referred to above may be extended by mutual agreement. All settled grievances to be paid within 7 calendar days.

7.10 **STEP FOUR:** If a settlement is not reached at Step III, the Union may request that the grievance be submitted to arbitration, in which event they will make such request in writing within twenty (20) working days after the final response of Step III. The arbitrator will, within (10) days from the date of receipt of the notice of appeal, be selected by mutual agreement between the Company and Union. Grievances appealed to arbitration will be presented to arbitrators hereinafter described who will act in rotation, in the order in which their names appear below. The following constitutes the list and the rotation sequence of the arbitrators:

- 1.) T. Crljenica
- 2.) W. Rayner
- 3.) M. Watters
- 4.) H. Snow

If, during this regular rotation sequence, an arbitrator is unable to specify a date for the arbitration hearing, within a reasonable time period from the date the grievance request was submitted to him (within 60 calendar days),

the parties may agree to request the next arbitrator from the rotation sequence to provide such a date.

The decision of an Arbitrator shall be final and binding on both parties and any employees involved. The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute and new provisions for any existing provisions. The cost of the arbitrator shall be shared equally by both parties.

7.11 In the event that the parties cannot agree on an arbitrator for discharge cases, the arbitrator will be selected through the Ministry of Labour in accordance with the Labour Relations Act, Chapter 228, Article 45.

7.12 When an employee is discharged, he/she will be given the opportunity of being interviewed by his/her Committee person prior to being requested to leave the plant and the employee will be so advised of this option. If, however, due to the nature of the offense or happening, it is deemed necessary by the Company to initiate immediate expulsion of the employee from the plant, a Committee person will be given an opportunity to immediately interview the discharged employee at a convenient location "off the company premises".

## **ARTICLE 8 SENIORITY**

8.00 All new hires (full-time and temporary) will be given a Union orientation program by the Plant Chairperson or his/her designate before starting employment.

8.01 Seniority will be exercised as follows:

8.02 Fundamentally, the rules herein respecting seniority are designated to give employees an equitable

measure of security based on length of service with the Company.

**8.03** Employees hired during the course of this agreement will attain seniority and have their name placed on the seniority list upon completion of sixty (60) days worked or four hundred eighty (480) hours worked, excluding hours worked as a "summer student". This period may be extended by mutual agreement between the Company and the Union.

**8.04** Employees will be Probationary Employees until they have become eligible for the seniority list. Once seniority is obtained, his/her seniority date reverts back to the date of hire. Employees laid off during their probationary period will maintain recall rights for a period of twelve consecutive months from the date of layoff.

**8.05** The discharge, suspension, or discipline of an employee during the probationary period will not be made the subject of a grievance under the grievance procedure. The termination, suspension or discipline of a probationary employee will be for reasonable cause. Reasons for discharge will be provided to the Union, as requested.

**8.06** If a layoff should decrease the work force to the extent that a committee person should be laid off from his/her classification, then in such case, he/she will be considered to have top plant-wide seniority. The seniority so conferred by this paragraph will only exist so long as the Union will retain the committee people or chairperson of the committee in their elected position.

8.07 Employees who accept a position with the Company outside of the bargaining group will forfeit all bargaining rights and seniority. The only way a person who has left the bargaining unit and wishes to return to the bargaining unit will be as a new hire.

## **ARTICLE 9 LOSS OF SENIORITY AND EMPLOYMENT**

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

- a) If an employee quits;
- b) If an employee is discharged and such discharge be not reversed through the grievance procedure;
- c) If an employee fails to return to work after layoff within five (5) working days after receipt of notification to do so by registered mail to the latest address on record with the Company, unless the reason for the absence was unavoidable and beyond the control of the employee and proof of same is supplied to the company.
- d) Unauthorized absence by an employee of three or more consecutive working days unless the reason for the absence was unavoidable and beyond the control of the employee and proof of same is supplied to the Company.

### **9.01 (d) Clarity Note:**

The parties have identified a concern in the event an employee is genuinely unable to obtain proper



proof as required within the time period specified (e.g. unable to schedule a doctor's appointment for medical documentation). In such instances, an employee will immediately contact the

Human Resources Manager or designate, directly within the 3 working day period, specified to explain the difficulty and obtain permission from the Human Resources Manager or designate, to extend the time period within which to provide the requisite proof.

e) In cases of non-employment for a period of twenty-four (**24**) consecutive months where the employee's seniority is less than or equal to twenty-four (24) consecutive months;

f) In cases of non-employment for a period equal to one-half (**1/2**) of the employee's total seniority, plus **24** months, to a maximum of his/her seniority at the time of layoff, when the employee's

G) If the employee overstays his/her leave of absence more than three (3) days, unless the reason for the extended absence was unavoidable and beyond the control of the employee and proof of same is supplied to the company;

### **9.01 (g) Clarity Note:**

The parties have identified a concern in the event an employee is unable to return to work as required within the time period specified (e.g. plane delay). In such instances, the employee will immediately contact the HR Manager, or designate, directly within the 3 working day period specified to explain the difficulties and obtain permission from the Human Resources Manager, or designate, to extend the time required within which to provide the requisite proof.

h) If an employee selects normal or early retirement;

i) If an employee has been on an approved WSIB leave of absence for more than twenty-four (24) months and has been approved for retraining under the WSIB's Labour Market Re-entry program.

## **ARTICLE 10 LAYOFF AND RECALLS**

**10.01 LAYOFF PROCEDURE** - Under normal conditions "notice of layoff" will be given to the Union (Plant Chairperson and/or Committee) in advance of the pending layoff. In emergency situations, the Union representative on shift will be notified within one hour of the commencement of the layoff.

**10.02 TEMPORARY LAYOFF** - In the event of a reduction in the work force which is not expected to exceed three (3) working days (temporary layoff), the employee with the least seniority within their classification and department on his/her respective shift will, for the first

day, be subject to layoff provided that those remaining are able and willing to do the work required.

**10.03** On the second and third day of a temporary layoff, an employee having more seniority than any other employee actively working will be retained at work providing he/she is able and willing to do the work required.

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

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

All bumps will be done as follows:

- 1) in person between the member, personnel and union representative in the personnel office, or
- 2) by phone with a union representative present, if the employee agrees or does not report for his/her next scheduled shift. A record will be made of all classifications offered during the bumping process.

(a) An employee having more seniority than any other employee will be allowed to exercise his/her seniority providing he/she is able to do the work required.

(b) If the classification selected is one that does not require extended training as per Appendix A, the employee moving to that job must be capable of carrying out the job responsibilities after a trial period of four (4) working days of being transferred, or a shorter period if mutually agreed upon.

(c) If the classification selected is one that requires extended training as per Appendix A, the employee moving to that job must be capable of carrying out the job responsibilities immediately upon being transferred.

(d) The Company will notify all affected employees of an extended layoff exceeding thirteen (13) weeks in a twenty (20) consecutive week period as follows:

i) at least one week before the layoff, if the employee's seniority is less than one year;

ii) at least two weeks before the layoff, if the employee's seniority is one year or more and fewer than five years;

iii) at least three weeks before the layoff, if the employee's seniority is five years or more.

The Company will pay to each employee who has not been given the notice referenced above, wages in an amount equal to the notice the employee was entitled to above calculated at 40 hours of regular wages for each week.

#### 10.06 **RECALL PROCEDURE**

(a) If an opening occurs in an employee's home classification, he/she will be recalled by seniority to the opening providing the employee is able to fulfill the job requirements of the classification. If an employee is laid off from active employment at the time of this recall, he/she may decline to return to active employment provided there are a sufficient number of employees with less seniority, laid off within the classification, to satisfy the company's current recall requirements.

(B) If an opening occurs in a classification or department previously worked in by the employee, and the employee was displaced from that classification or department, the displaced employee will be recalled to his/her previous classification or department, on a seniority basis providing the employee is able and willing to fulfill the job requirements of the classification to which recalled.

(c) An opening occurs when someone has been transferred into the displaced worker's classification for more than five (5) working days excluding coverage for short-term leaves such as vacation, bereavement, union, jury duty, etc.

(d) An employee laid off from active employment will be recalled to a vacancy on a seniority basis providing the employee is able and willing to fulfill the job requirements of the vacant classification and the vacant classification was not available to the employee at the time of layoff. If the classification is one that does not require extended training as per Appendix "A", the Company will allow a four (4) working day trial period similar to the bumping procedure.

## **ARTICLE 11 JOB BIDDING AND TRANSFERS**

**11.01 BIDDING:** Employees who bid to higher, lateral, or downward jobs or when new jobs are created, will be selected on the basis of seniority and their ability to perform the job. It must be recognized when bidding that certain classifications require specific education levels as designated must bid in writing to the personnel office.

**11.02** Employees must bid in writing to the personnel office.

11.03 All jobs posted for bids will remain on the bulletin board for a period of three (3) working days and then remain active for thirty (30) calendar days or until the job posting is exhausted.

11.04 The Company will make a selection relative to the job posting, within five (5) working days after the posting time ends, and the selected employee will be so advised.

11.05 The Company will advise the plant committee in writing, showing all bids received, and the date of any selection(s) resulting from same, with the above to be signed by the Company and the Union. The Company will post the names of the successful bidders on the main bulletin board within five (5) working days of the selection.

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

11.07 The Company has the option to refuse or grant an application of any employee, to transfer or bid from one job to another, who has had one voluntary change in the preceding four (4) months, except in the case of jobs requiring extended training as per Appendix A, which would be restricted to one (1) voluntary change in a nine (9) month period. A previously disqualified employee may not bid, bump, transfer, or be recalled to a posted classification on which he/she was disqualified for a period of eighteen (18) months.

11.08 Transfer of the selected employee will take place as soon as possible or no longer than fifteen (15) working days from the date of selection, provided that work exists in, and is scheduled for, the successful candidate's new classification. If the foregoing conditions exist and the

company is unable to transfer the employee within fifteen (15) working days of the selection, then a premium of \$.30 per hour over the employee's existing rate will be paid until the transfer is completed.

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

11.10 A job vacancy that the Company expects to continue for more than thirty (30) days will be posted at the time of the start of the job.

11.11 Should a job vacancy open where the duration is expected to be less than thirty (30) days and the job continues past thirty (30) days, it will be posted on the first working day following the expiration of said thirty (30) days unless such period is extended by mutual consent.

11.12 When an employee who bids for a job is selected and he/she had previously been qualified by the Company for that position, he/she will receive the classification rate of the job effective the beginning of the pay period either coincident with or next following the date of transfer.

11.13 Should a selected employee placed in an opening be disqualified, the Company will select the next qualified employee on the posting to fill the vacancy. Should the vacancy remain open after exhausting all bids, the Company may select the most junior employee who is suitable. Should the vacancy remain open beyond sixty (60) days of original selection the vacancy will be re-posted on the first working day following the expiration of said sixty (60) days unless such period is extended by mutual consent.

11.14 The job of an employee granted an approved leave of absence for more than thirty (30) days, but less than twelve (12) months, may be posted and filled on a temporary basis. Upon return to work, the employee granted leave of absence, will be placed in his/her former classification and department and will displace the employee who filled the position on the temporary basis. If the employee does not return to work within twelve (12) months, the job may then be posted on a permanent basis.

11.15 Should the employee return to work after the twelve (12) month period, the returning employee will be placed in the former classification and department based upon seniority rights.

11.16 In the event the Company establishes a new classification not included in Appendix "A" of this agreement, the Committee Chairperson will be notified of the assigned rate of pay and **job** content within ten (10) working days of the establishment of the classification.

11.17 For purposes of job bidding, the job classifications are defined in Appendix "A".

11.18 **TRANSFERS:** When an employee requests a permanent transfer to an entry level classification, he/she will be required to sign an "application for transfer", and the Company will then consider this voluntary request.

11.19 There will be no permanent transfers until the transfer form is signed by the Company and by one of the Plant Committee.



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

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

**11.22** Should a selected employee voluntarily withdraw from his/her new classification within the first five working days on the job, then the employee will be transferred to his/her previous classification along with any other employee who was transferred as a result of the posting. Should a selected employee voluntarily withdraw from his/her new classification after five working days on the job, he/she will be transferred to an entry level classification where work is available. If a selected employee is found to be unsuited for the classification awarded, then the employee will be transferred to his/her previous classification.

**11.23** Whenever it is necessary for the temporary transfer of an employee from one classification to another, the employee with the least seniority in the selected department will be the first to be transferred, providing he/she is able to perform the work required. If it is then necessary to temporarily transfer to fill the vacated position, the employee with the least seniority in the classification selected within the same department will be the first to be transferred, providing he/she is able to perform the work required.

**11.24** If any employee is temporarily required to perform work on a job classification other than his/her own

and work is available in his/her own classification, he/she will be guaranteed as minimum pay while temporarily transferred, the higher of the two rates. If the temporary transfer should last longer than 15 working days, the employee will receive a premium of twenty-five (\$0.25) per hour. If the temporary transfer should last longer than 30 days, the premium will increase to fifty cents (\$0.50) per hour for the balance of the temporary transfer. In order for a temporary transfer (or a series of temporary transfers) to be considered complete, the transferred employee must be returned to his/her home job classification for a period of not less than five working days.

11.25 The exception to the above is the "Moulders" rates of pay and probationary times that are covered in Appendix "A".

11.26 Written documentation of all transfers, temporary or other, will be supplied to the Union within (3) working calendar days.

## **ARTICLE 12 LEAVE OF ABSENCE**

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

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

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

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

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

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

**12.07 MATERNITY LEAVE OF ABSENCE** - Requests for leave of absence for reasons of maternity will be granted in accordance with the Ontario Provincial legislation as outlined within the Employment Standards Act in effect at the time of the leave.

(a) The Company will make available to any employee the information applicable to this type of leave of absence upon request.

(b) An employee who intends to resume her employment on the expiration of a maternity leave granted to her under this Part shall so advise the Company, and upon her return to work subject to seniority rights, the Company shall reinstate the employee to her position or provide her with alternate work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of her leave of absence.

**12.08 SICKNESS AND ACCIDENT** - Any employee who is unable to work because of sickness or accident requiring a doctor's care will be entitled, on application, to a leave of absence provided, however, that in order to obtain such leave of absence a physician must certify in writing that such employee is unable to work by reason of sickness or accident and in order to keep such leave of absence in effect, a physician's certificate must be renewed at sixty (60) day intervals. Any employee returning from such leave must be approved in writing by a doctor satisfactory to the Company and the Union before they may again go to work.

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

The Company will pay up to \$25.00 for all forms filled out by doctors. Should an employee not receive Sickness and Accident benefits within two (2) weeks from application, the Company will advance the employee 75% of benefits, provided they sign the proper release to reimburse the Company.

The Company agrees to allow employees to file for S&A benefits while their WSIB claim is being disputed.

**12.09 UNION LEAVE** - The Company will allow members of the Union, not exceeding four (4) in number, leave of absence without pay to attend Union meetings, conventions and conferences. In addition, the Company

will allow members of the Plant Committee leave of absence of up to three (3) days per year to attend Union Meetings. The Union will notify the Company seven (7) days in advance of such leaves unless a shorter time is agreed to by mutual consent. An employee with seniority standing will be granted leave of absence for full-time employment with the Union for a period not in excess of one year. This leave of absence will be extended by the Company at the expiration of one year, and provide further, that application for such leave extension be made thirty (30) days prior to the termination of such leave of absence.

12.10 PERSONAL LEAVE - When an employee is unable to attend work for up to or more than three consecutive days, the Company will allow an employee a leave of absence provided the reason for the absence was unavoidable and beyond the control of the employee and proof of same is supplied to the Company.

### **ARTICLE 13 HEALTH AND WELFARE**

13.01 The Company will supply equipment or protective clothing to employees where his/her occupation requires the use of those items for protection against safety hazards.

13.02 The Company recognizes the need of a safe working environment in accordance with Section 25 Subsection 1 (a-e) of the Occupational Health and Safety Act (revised 1992) and any subsequent revisions thereto.

13.03 The Company will maintain a first-aid room which will be in the charge of a person authorized to do first-aid work according to the Workplace Safety Insurance Act for the Province of Ontario. An employee with an up-to-date

recognized first-aid certificate will receive ten cents (\$.10) above his/her own rate of pay.

13.04 The Company agrees to maintain and establish adequate washroom facilities (i.e. showers, washrooms, toilets, and lockers) and to provide soap and towels on **all** shifts.

13.05 The Company will supply protective gloves on the basis of need. In making the determination of need for protective gloves, consideration will be given to factors such as safety and the **job** requirements. Employees will turn in their used gloves; if not, they will pay the full price of the gloves.

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

13.07 The Company will pay, on a one-time basis, up to \$110 towards the initial purchase of safety prescription glasses for seniority employees.

The safety prescription glasses purchased will be CSA approved with permanently attached side shields.

The Company will pay \$130 towards the replacement cost of safety prescription glasses (frames and/or lenses), when verified as damaged while in a job related incident. The Company agrees to allow "excessive wear" to be accepted as a job related incident, once during each contract year.

The Company is not responsible for Safety Prescription Glasses that are lost or stolen.

13.08 **All** employees will be required to wear industry

approved safety shoes or boots as a condition of employment, and such foot protection will be CSA approved.

13.09 The Company will pay \$95 towards the replacement cost of protective footwear for seniority employees in all departments excluding Melt and Pour and Maintenance each twelve (12) month period.

13.10 The Company will pay \$95 towards the replacement cost of protective footwear for seniority employees in the Maintenance department twice each twelve (12) month period.

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

13.12 **HEAT RELIEF:** During the months of June to September the Company will make available water and electrolyte drinks in the Core Department, Mould, Melt & Pour area, Finishing Department, Aluminum Department, and Maintenance Department. The Company will maintain a Heat Stress Policy and will address specific concerns regarding exposure to heat as they occur.

13.13 The Company will pay the weekly service cost for five (5) pairs of coveralls for employees in the maintenance department. Employees will be responsible for all other charges such as initial sign-up, lost or stolen garments, etc.

#### **ARTICLE 14 REPORTING/CALL-IN PAY**

14.01 Employees called to work or permitted to come to work without having been properly notified at least one

hour prior to the start of their shift that there will be no work, will receive a minimum of four (4) hours pay at their regular base rate. This provision will not apply when such lack of work is due to a labour dispute, fire, flood, power failure or other similar causes beyond the control of the Company.

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

14.03 In the event that a portion of the emergency four (4) hours extends into the employees regular shift, the employee will be paid for such portion at the premium rate; however, to qualify for the premium rate being paid into the employees regular shift, the employee must have reported to work within one hour of being notified of the emergency call-in.

## **ARTICLE 15 BULLETINBOARDS**

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

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

## **ARTICLE 16 INJURY ALLOWANCE**

16.01 When an employee suffers an injury while in the course of his/her duties in the plant and is sent home by the Company because of such injury, he/she will be paid at their hourly rate for the balance of his/her scheduled shift. If



needed, the Company will provide transportation to a local hospital or doctor's office, or the employee's home on the day of the injury.

16.02 The Company will provide the Union a copy of the completed WSIB Form 7, when requested.

16.03 When an employee, who has returned to work following an occupational injury, must leave work for a portion of a day or the whole day to obtain prescribed medical treatment related to the injury, and it was impossible for the employee's physician to see the employee outside the employee's scheduled work hours, the employee will be compensated by the Company for loss of wages for the time lost from his scheduled work day.

## **ARTICLE 17 REST AND WASH UP PERIODS**

17.01 **WASH UP** - Employees will be allowed a five (5) minute paid wash up period prior to lunch.

17.02 **REST PERIOD** - Employees will be allowed a ten (10) minute paid break period in the first half of a shift and a twenty (20) minute paid lunch period during the second half of the shift. Employees will be allowed a ten (10) minute paid break period prior to the start of the ninth (9th) hour on a ten hour shift.

## **ARTICLE 18 SMOKING PRIVILEGES**

18.01 Smoking will be permitted in designated areas of the plant.

18.02 The Company will advise the Union in advance of any changes to the current designated areas, should they arise.

## **ARTICLE 19 OVERTIME**

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

19.02 When overtime work is required, it will be scheduled on a **voluntary** basis.

19.03 Where overtime is required for weekend maintenance work and a sufficient number of such volunteers cannot be obtained, the Company will use a reverse seniority procedure to determine those employees **who** will be required to take the assignment. The reverse procedure will be implemented as follows: low seniority to top seniority on a rotating basis.

19.04 **A** list of overtime worked by employees in their respective departments will be given to the Plant Committee on a monthly basis.

19.05 Time and one-half will be paid for all hours worked over eight (8) hours in one day.

19.06 Double time will be paid for all time worked over twelve (12) hours in one day.

19.07 Time and one-half will be paid for all hours worked on Saturday.

19.08 Double time will be paid for all hours worked on Sundays and paid holidays.

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

19.10 All employees expected to work overtime will be notified forty-eight (48) hours in advance.

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

## **ARTICLE 20 HOURS OF WORK**

20.01 The Company will have the right to continue present and establish future starting and quitting times, break times and lunch periods. The Company will provide the worker at least twelve (12) working hours notice of his/her shift prior to any change in normal starting and quitting times, except in the case of layoff.

When the Company requires an employee to report to a shift other than their present shift scheduled, with less than the required twelve (12) scheduled hours notice, the employee will be paid time and one half (1 1/2) for the first four (4) hours worked on the first day of shift change.

20.02 The following section is intended to define the generally normal hours of work, but will not be construed as a guarantee of hours of work per day or per week or of days of work per week.

In order to consolidate all three shifts under one calendar date, the shifts are numbered as follows:

- |              |                        |
|--------------|------------------------|
| 1. Night     | 11:00 p.m. - 7:00 a.m. |
| 2. Day       | 7:00 a.m. - 3:00 p.m.  |
| 3. Afternoon | 3:00 p.m. - 11:00 p.m. |

When the Company is not working three shifts, it will be the afternoon or night shift that is deleted, not the day shift.

**20.03** The hours of work will be eight (**8**) hours per day, five (5) days per week, Monday through Friday inclusive except the classifications of "Induction Furnace Melter" and "Refractory Repair".

**20.04** In the classification "Induction Furnace Melter" or "Refractory Repair", the following alternative schedule for hours of work may be used. Employees will be scheduled on three days on, three days off, on a 12 hour shift schedule. Time and one-half will be paid for all hours worked on Saturday or Sunday, **as** well as straight time hours worked over forty (**40**) in one pay week. Double time will be paid for all time worked over twelve (12) hours in one day. If a paid holiday falls on a scheduled work day and the employee works his entire shift, he will be paid twelve hours holiday pay; otherwise, he will be paid eight hours as per Article 22.

**20.05 DEDICATED "WEEKEND WARRIOR"  
PROGRAM**

**Commitment:** There must be a full commitment from all employees scheduled on weekend work.

**Duration:** The Company will provide, in writing, one week's notice prior to the start-up date of any new "Weekend Warrior" program. Each "Weekend Warrior" program will last for a minimum period of three months.

**Job Posting:** Implementation of this program will require full time job postings for all classifications that will be included in the "Weekend Warrior" Program. These postings will be on a plantwide basis. Should the selected employee require training, he will remain in the in-week

rotation until his training is completed, allowing the next seniority employee within that classification to move to the "Weekend Warrior" Program for a minimum of three months.

Following these job selections, the "Weekend Warrior" work will be offered on a seniority basis within each Classification.

If employees leave the "Weekend Warrior Program", after a three month period, they will revert back to the five day, three shift operation within their classification in accordance with their seniority.

**Hours of Work:** Employee will work a twelve (12) hour shift on each Saturday and Sunday. Hours of work will be 11:00 .am. - 11:00 p.m. each day.

**Wages:** For the purposes of this weekend work agreement, wages shall be  $1\frac{2}{3}$  applicable rate specified in Appendix "A" in the Collective Agreement. For the purpose of hours worked in excess of the required twelve hours per day, wages shall be paid at twice the applicable rate specified in Appendix "A" in the Collective Agreement.

Specified Vacation: One (1) Weekend = One (1) Week of Vacation

**Holiday Pay:** If a holiday falls on a week day, the pay will be eight (8) hours at regular base rate. If the holiday falls on a Saturday or Sunday, the pay will be twelve hours at the weekend rate.

**Shift Premiums:** Shift premiums will be applied to all hours worked.

**Bereavement:** Bereavement will be covered as per the Collective Agreement. Should the employee choose to arrange his leave so that it doesn't include Saturday or Sunday, they then will be paid the appropriate hours (i.e.: 2 days) in lieu of time off.

**Discontinuance of Weekend Work:** At the discontinuance of weekend work, employees will be returned to the in-week schedule in accordance with their seniority and classification.

**Probationary Employees:** One weekend equals five days while on weekend work agreement.

**Pension Plan:** Pensionable service will accrue at the rate of twenty (20) hours for each twelve hour shift while on the weekend agreement.

**Union Representation:** One of the "Weekend Warrior" employees will be appointed as a Union Steward for the weekend work program.

**Overtime:** For the purpose of overtime equalization, employees on weekend work will be allowed to work in-week overtime, provided everyone in the in-week classifications have been asked.

**Absenteeism:** One day equals two and one-half days (2 1/2).

**Layoff:** For the purpose of layoff, "Weekend Warrior" workers and non- seniority employees will be the first to be laid off by classification.

## **ARTICLE 21 SHIFT ROTATION**

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

**21.02** Any employee wishing to do so may request to be permanently assigned to the afternoon or night shift. Upon requesting and being assigned to the afternoon or night shift, if the employee then wishes to be returned to the rotation system, he/she must place his/her request with his/her department head and await an opening on the day shift. When an opening develops, he/she may then return to the rotation system. Should there be more than one request of this nature in any one department at one time and only one job opening develops, the employee with the most seniority will be re-assigned first over the employee(s) with less seniority regardless of the date of the request.

**21.03** Two employees may be allowed to exchange shifts upon signed application by both employees providing that both are immediately able to satisfactorily perform the work required. If any such request is denied it will be for just cause. It must be recognized that from time to time it may be necessary to alter such arrangements to satisfy production requirements.

21.04 Shifts will rotate as follows:

- a) Upon completion of the night shift, an employee will revert to the afternoon shift.
- b) Upon completion of the afternoon shift, the employee will revert to the day shift.
- c) Then starting the rotation procedure again, upon completion of the day shift, the employee will move to the night shift.

21.05 The above schedule may be changed by mutual agreement of the Company and the Plant Committee.

## **ARTICLE 22 PAID HOLIDAYS**

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

### **First Year of Agreement**

- |   |                     |
|---|---------------------|
| 1. Good Friday                              | Fri., Apr. 6, 2007  |
| 2. Easter Monday                            | Mon., Apr. 9, 2007  |
| 3. Union Floater                            | Fri., May 18, 2007  |
| 4. Victoria Day                             | Mon., May 21, 2007  |
| 5. Canada Day                               | Mon., July 2, 2007  |
| 6. Labour Day                               | Mon., Sept. 3, 2007 |
| 7. Thanksgiving Day                         | Mon., Oct. 8, 2007  |
| 8. Day before Christmas                     | Mon., Dec. 24, 2007 |
| 9. Christmas Day                            | Tue., Dec. 25, 2007 |
| 10. Boxing Day                              | Wed., Dec. 26, 2007 |
| 11. Day between Christmas<br>and New Year's | Fri., Dec. 27, 2007 |
| 12. Day before New Year's                   | Mon., Dec. 31, 2007 |
| 13. New Year's Day                          | Tue., Jan. 1, 2008  |
| 14. Company Floater                         |                     |



### **Second Year of Agreement**

1. Good Friday Fri., Mar. 21, 2008
2. Easter Monday Mon., Mar. 24, 2008
3. Union Floater Fri., May 16, 2008
4. Victoria Day Mon., May 19, 2008
5. Canada Day Tue., July 1, 2008
6. Labour Day Mon., Sept. 1, 2008
7. Thanksgiving Day Mon., Oct. 13, 2008
8. Day before Christmas Wed., Dec. 24, 2008
9. Christmas Day Thu., Dec. 25, 2008
10. Boxing Day Fri., Dec. 26, 2008
11. Day between Christmas and New Year's Tue., Dec. 30, 2008
12. Day before New Year's Wed., Dec. 31, 2008
13. New Year's Day Thu., Jan. 1, 2009
14. Company Floater

### **Third Year of Agreement**

1. Good Friday Fri., Apr. 10, 2009
2. Easter Monday Mon., Apr. 13, 2009
3. Union Floater Fri., May 15, 2009
4. Victoria Day Mon., May 18, 2009
5. Canada Day Wed., July 1, 2009
6. Labour Day Mon., Sept. 7, 2009
7. Thanksgiving Day Mon., Oct. 12, 2009
8. Day before Christmas Thu., Dec. 24, 2009
9. Christmas Day Fri., Dec. 25, 2009
10. Boxing Day Mon., Dec. 26, 2009
11. Day between Christmas and New Year's Tue., Dec. 29, 2009
12. Day before New Year's Thu., Dec. 31, 2009
13. New Year's Day Fri., Jan. 1, 2010
14. Company Floater

22.02 The Company Floater will be taken as specified

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

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

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

## **ARTICLE 23 QUALIFICATION FOR PAID HOLIDAYS**

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

23.02 The employee must have worked the last four **(4)** hours of the last scheduled work day prior to the holiday and reported for work within the first two hours, and work at least four **(4)** hours, of the first scheduled work day following the holiday unless he/she has been given permission to be away from work or the reason for the absence was unavoidable and beyond the control of the employee and proof of same is supplied to the Company.

23.03 A seniority employee who is on an approved leave of absence (Workers' Compensation, Sick Leave, Maternity Leave, Union Leave, Bereavement Leave, or

Personal Leave), or who is on layoff provided such layoff or leave of absence does not commence prior to the twentieth (20th) regularly scheduled working day preceding the holiday and who works on his/her last scheduled working day prior to the holiday will qualify for holiday pay. For the purpose of eligibility for the Christmas holidays only, a seniority employee who is on layoff, provided such layoff does not commence prior to the thirtieth (30th) regularly scheduled working day preceding the holiday, who works on his/her last scheduled working day prior to the holidays will qualify for holiday pay.

23.04 A seniority employee who is on an approved leave of absence or layoff and who returns to work during the twenty (20) regularly scheduled working days following the holiday and who works on his/her first scheduled work day following such holiday will qualify for holiday pay.

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

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

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

23.08 An employee who fails to qualify for the day following a group of holidays, will be penalized payment for the last day of such group of holidays.

## **ARTICLE 24 VACATIONS**

24.01 Vacations with pay will be granted to each employee on the basis of his/her seniority with the Company as of June 30th based on a percentage of gross earnings (excluding vacation pay paid) for the previous twelve month period as follows:

1. less than 1 year	4.0%	1 Week
2. 1 but less than 3 years	4.5%	2 Weeks
3. 3 but less than 5 years	5.0%	2 Weeks
4. 5 but less than 7 years	6.0%	3 Weeks
5. 7 but less than 10 years	7.0%	3 Weeks
6. 10 but less than 15 years	8.0%	4 Weeks
7. 15 but less than 20 years	9.0%	4 Weeks
8. 20 but less than 25 years	10.0%	5 Weeks
9. 25 but less than 30 years	11.0%	5 Weeks
10. 30 years and up	12.0%	6 Weeks

Vacation pay will be paid such that income tax is calculated to be the minimum amount as allowed by current government regulations.

24.02 In respect to the above vacations, two weeks will be taken at a time during the months of July and August designated by the Company. The Company will post no later than April 30 of each year, the time of this two week vacation period. Employees entitled to this vacation time will not be scheduled to work unless it is on a voluntary basis.

24.03 The Company and the Union recognize that normal production flow must be maintained while

scheduling the additional vacation time of employees. Therefore, the Company will respond to the employee's request whenever possible.

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

24.05 An employee will, at least one hundred twenty (120) days in advance, request his/her "time off" through his/her immediate foreperson or supervisor, who will forward the request with a recommendation to the Human Resources Manager.

24.06 The employee will be given final clearance by the Human Resources Manager ninety (90) days in advance of the selected "time off", providing no other employee with more seniority has selected the same time.

24.07 Any employee requesting his/her "extra vacation time" with **less** than one hundred twenty (120) days advance notice will be waiving his/her priority by seniority and will be notified within thirty (30) days of application.

24.08 Those employees who are eligible may work the weeks of their extra vacation receiving vacation pay at designated rates in addition to their regular wages.

Employees who take a week's vacation at other than the annual vacation period may have an equivalent vacation pay advance to be paid in the pay period prior to the vacation commencing, and also the first week of December.

**ARTICLE 25 SHIFT PREMIUMS**

25.01 A premium for work performed on the afternoon and nightshifts will be paid as follows:

	Afternoon Shift	Night Shift
March 31, 2007	\$0.46	\$0.53

**ARTICLE 26 BEREAVEMENT PAY**

26.01 A leave of absence without loss of wages will be granted to a seniority employee who loses time from his/her regular work due to a death within his/her immediate family as follows:

(a) Five (5) consecutive days, one of which is the day of the funeral, in the case of death of current spouse, child, or step-child, grandchild, step-grandchild, parent, or parent of current spouse.

(b) Three (3) consecutive days, one of which is the day of the funeral, in the case of death of brother, sister, step-parent, step-brother, or step-sister, brother-in-law, or sister-in-law, grandparent, step-grandparent, grandparent of current spouse, son-in-law, or daughter-in-law.

Should an employee be advised of the death of a member of his/her immediate family as described in (a) or (b), after the day of the funeral, then the employee will be entitled to the appropriate Bereavement Leave with the commencement date to be mutually agreed upon by the employee and the Company.

The seniority employee will receive pay for any scheduled day(s) of work for which he/she is excused (excluding Saturdays, Sundays, Vacation, and Holidays). Payment will be made at the employee's straight time hourly rate on the last day worked exclusive of shift and overtime premiums but including the amount of any cost-of-living allowance then in effect.

## ARTICLE 27 JURY DUTY

27.01 An employee with seniority, who is called for jury duty will be excused from work on the days on which he/she serves, and he/she will receive, for each day of jury service on which he/she otherwise would have worked, the difference between eight (8) times his/her base hourly rate, exclusive of shift premiums, and the payment he/she receives for jury service.

27.02 In the case of jury duty occurring during a seniority employee's vacation period, time lost will be allotted at a later date.

27.03 The Company agrees to pay to employees with seniority, who are called as a Crown Witness, the difference between their normal straight time earnings, based on their base hourly rate, exclusive of shift premiums, for the actual hours of court time served and a reasonable travel time allowance.

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

## ARTICLE 28 WAGES

28.01 Wages will be set forth in Appendix "A" and will remain in effect for the life of this agreement.

28.02 Application of Rate Classification as set down in Appendix "A" will be as follows:

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

28.03 All employees will be paid on a weekly basis. Hours worked in one calendar week will be paid on the following Friday.

28.04 All non-seniority employees will be paid a probationary rate which is 15% lower than the classification rates listed in Appendix "A".

28.05 Upon completion of sixty (60) days worked or four hundred and eighty (480) hours worked, excluding hours worked as a "summer student", employees will receive the full rate of their classification as per Appendix "A".

28.06 The method of payment for moulders' incentive earnings will be as follows:

1. Incentive earnings will be paid during the current pay period based on the full amount of production less moulders' defects which are known at that time.
2. Rejects due to moulders' defects subsequently identified will be deducted from earnings in a future pay period. These adjustments will not exceed \$25.00 in any one pay period. Moulders' defects will not be deducted from earnings if reported more than thirty (30) days following the date of production.



## **ARTICLE 29 ADMINISTRATION OF DISCIPLINE**

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

29.02 An employee receiving a written disciplinary notice will have such notice given within five **(5)** regular working days following the date of the alleged incident or discovery of the incident and such notice will be given in the presence of the employee's Union Representative. An employee receiving a written disciplinary notice for absenteeism will have such notice given within **(7)** regular working days and such notice will be given in the presence of the employee's Union Representative. These periods may be extended by mutual agreement of the Company and Union.

29.03 No written disciplinary action will remain in or against an employee's record for a period longer than twelve **(12)** months.

## **ARTICLE 30 DOWNTIME**

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

## **ARTICLE 31 SCRAP ALLOWANCE**

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

1. Defective Cores - where this is the cause of a defective casting.
2. Slag in Casting - where the reason for slag is not caused by the moulder leaving loose sand in the sprue hole or pouring basin. The Company will be as fair as possible in assessing reasons for defects of this kind.
3. Shifts - where shifts have not been caused because the moulder has failed to keep his/her pattern guides and flask guides in proper condition.
4. Mis-runs - where cold metal is at fault.
5. Broken Castings - The Company will accept full responsibility.
6. When castings that would otherwise be scrap (the fault of the moulder) are repaired by welding, etc., no allowance will be made to the moulder.

## **ARTICLE 32 SOCIAL SERVICES**

32.01 All employees regardless of age who have completed sixty (60) days worked will be registered with the appropriate insurance carriers for the following benefits.

1. **ONTARIO HEALTH INSURANCE PLAN (O.H.I.P)**

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

## **2. SEMI-PRIVATE HOSPITAL COVERAGE**

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

## **3. GROUP LIFE INSURANCE**

March 31, 2007 - \$29,000

## **4. A.D.&D.**

March 31, 2007 - \$29,000

## **5. PRESCRIPTION DRUG PLAN**

The company will provide a prescription drug plan for eligible employees and their eligible dependents :

## **6. VISION CARE PLAN**

100% of the premium cost of prescription eye glasses, based on a maximum amount per family member each **twenty-four (24)** month period for eligible employees and their eligible dependents to be \$195 for the term of the contract.

## **7. WEEKLY INDEMNITY**

100% of the premium cost for the plan which pays 66 2/3% of the employee's basic wage for eligible employees. Weekly indemnity benefits will be paid commencing on the first day of disability due to an accident, the sixth day due to illness or the first day of hospital confinement due to illness.

The weekly benefits are subject to a maximum claim period of twenty-six (21) weeks.

## **8. LONG TERM DISABILITY**

The Company will arrange for a Long Term Disability benefit for all seniority employees as follows:

\$750/ month  
No Offsets  
21 Week Qualifying Period

The employees will pay the premiums for this benefit through a weekly payroll deduction that **will** mean that any benefit received will be non-taxable. The deduction will be \$5.00 per week per employee for the life of this agreement.

The Company agrees to the establishment of a "joint-trustee" plan in which representatives of both the Company and Union are the plan sponsor for the Long Term Disability benefit.

## **9. SUPPLEMENTARY HEALTHCARE**

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

- a) Ambulance service
- b) Up to \$400 per calendar year for chiropractors, physiotherapists, podiatrists, and speech therapists
- c) Up to \$400 every three (3) years for hearing aids
- d) Dental care due to accidental injury within six months of accident
- e) Diagnostic laboratory and x-ray expenses
- f) Diagnostic procedures, radiology, blood transfusions and oxygen, including the equipment necessary for administering oxygen, purchase of trusses, braces and crutches and rental of a wheelchair
- g) Out of Province coverage

## **10. GROUP DENTAL PLAN**

After one year of seniority. 100% of the premium cost for a dental plan with coverage equivalent to that presently provided for eligible employees and their eligible dependents.

Current O.D.A. Schedule.

\$1500 lifetime maximum for Orthodontics for dependent children.

Annual maximum per person to be \$1300.00/year.

For the life of the contract.

### 32.02 **GENERAL**

If an employee is off work due to sickness or accident and receiving weekly indemnity payments from either the group insurance plan or the Unemployment Insurance Commission, or from the Workers' Compensation Board, the Company will pay the premiums for the balance of the month in which the sickness or accident occurs and also for a period of up to twelve (12) months following the initial month of sickness or accident.

Following this initial twelve (12) month period, employees receiving Long Term Disability benefits will be eligible for Semi-private Hospital, Life Insurance and **A.D.&D.**, Prescription Drug Plan, Vision Care Plan, and Supplementary Health Care to age sixty-five (65).

Employees hired before April 1, 2007 that retire prior to age sixty-five (65) will be eligible for Semi-private Hospital, Life Insurance and **A.D. &D.**, Prescription Drug Plan, Vision Care Plan, and Supplementary Health Care to age sixty-five (65). In addition, all future retirees will be covered for Life & AD&D insurance in the amount of \$7,000 between sixty-five (65) and seventy (70) years of age.

32.03 Any employee with benefit coverage provided by the Company and who subsequently becomes ineligible for coverage while on W.S.I.B., **S&A**, or L.T.D., will be allowed to maintain benefit coverage previously provided for by the Company on a self pay basis at the Company group plan rate.

In the case of a death of a covered employee, the Company will continue coverage for all dependents of that

employee for a period of **six** (6) months following the month the death occurred.

In the case of a death of an employee who is continuing his/her coverage on a self pay basis through the Company plan, the same opportunity **will** be made available for continued coverage of the employee's dependents on a self pay basis for **six** (6) months following the month the death occurred.

In the event of a layoff, the Company will pay the premiums for the balance of the month plus one month thereafter.

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

### 32.05 **MEDICAL CLAIM REVIEW**

Step 1 - If an employee objects to the Insurance Company's disposition of a claim, the objection must be filed in writing and submitted to the Employee Relations Supervisor.

Step 2 - The Employee Relations Supervisor will review the filed objection and reply to the employee.

Step 3 - If the matter is still not resolved, a meeting will be scheduled and will include the Employee Relations Supervisor, a Union Representative and a Representative of the Insurance Company who will issue a final disposition of the matter.

### **ARTICLE 33 STATUS OF LEADERS**

33.01 Leaders are hourly rated employees who are appointed primarily to lead the work of a group of employees, of which they are a member.

Their function is to assist others in the group, to maintain the scheduled flow of work, as well as to do productive work to which they may be assigned.

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

33.03 In all matters requiring disciplinary authority, a Foreperson will be delegated dual responsibility to control areas other than his/her normal departmental functions.

33.04 Group leaders will be paid a minimum of twenty-five cents (\$0.25) per hour, over the highest rate in the group that they lead.

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

33.06 MAINTENANCE: Shift leaders will receive twenty-five cents \$0.25 per hour over their regular maintenance rate. There will be a maintenance shift leader for each shift scheduled.

### **ARTICLE 34 TOOL ALLOWANCE**

34.01 Employees in the Maintenance Department who are required to maintain a personally owned tool kit will receive a tool replacement allowance of two hundred and



twenty dollars (\$220.00) per year. This allowance will be paid in the first week of October of each year. To qualify for this allowance, participants must have worked in this department for the previous twelve (12) months, or in the event of layoff to be calculated per month.

## **ARTICLE 35 PENSIONS**

35.01 The Company agrees to provide a registered retirement pension plan for all bargaining unit employees hired before April 1, 2007, as provided for in:

(a) the memorandum of agreement dated November 20th, 1978 and,

(b) amendments as agreed upon by the Company and Union during negotiations for this collective agreement.

35.02 Benefit levels will be \$33.00/month/years of service.

35.03 Credited service will be based on 1800 annual hours including credit for vacation, holiday, S&A, LTD, maternity, and family leaves. Credited service will not be capped at thirty-five (35) years service.

35.04 Normal retirement age is sixty-five (65). Employees may retire with an unreduced pension between the ages of sixty (60) and sixty-five (65). Employees who retire between the ages of sixty (60) and sixty-five (65), will also be eligible for a bridge benefit of \$5.00 per year of service.

35.05 Employees may retire with a reduced pension between the ages of fifty-five (55) and sixty (60). A reduction of 1/2% per month will be calculated from the date the employee will attain age 60.

35.06 Notwithstanding Paragraphs 35.04 and 35.05, enhanced early retirement benefits are available for employees who attain or will attain a minimum "age/age plus service" factor of 58/90. Employees may retire with an unreduced pension between the ages of fifty-eight (58) and sixty (60) when age plus service equals a minimum of ninety (90). Future retiring employees who attain the 58/90 factor will receive an enhanced bridge benefit equal to \$6.00 per year of service. This enhanced bridge benefit will increase to \$8.00 and \$10.00 in the second and third years of the agreement respectively. If an employee retires prior to age fifty-eight (58) but his age plus years of service equals ninety (90), a reduction of 1/4% per month will be calculated from the date the employee will attain age 58; in addition, payment of the enhanced bridge benefit will commence when the employee reaches age fifty-eight (58).

35.07 Where an employee is eligible for a bridge benefit, the bridge benefit will be a minimum of \$150 per month.

35.08 For employees hired after March 31, 2007, the Company will contribute \$0.85 per hour worked to a defined contribution pension plan sponsored by Canada-Wide Industrial Pension Plan.

**ARTICLE 36 APPLICATION OF WAGE CHANGES**

36.01 Wage rates for all classifications in Appendix "A" will be frozen for the term of this agreement.

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

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

**ARTICLE 38 DURATION OF AGREEMENT**

38.01 This agreement will become effective as of the April 1<sup>st</sup>, 2007, and remain in effect until March 31<sup>st</sup>, 2010, and from year to year thereafter unless either party to this agreement advises the other party of its desire to terminate the agreement. If such notice is given, it must be given within two (2) months prior to termination date. Such termination will become effective on the termination date set forth.

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

**ARTICLE 39 STRIKES AND LOCKOUTS**

39.01 The Union agrees that there will be no strike and the Company agrees that there will be no lockout during the term of this collective agreement.

It is understood that the terms "strike" and "lockout" have the meanings contained in the definitions of such terms in the Ontario Labour Relations Act.

## **ARTICLE 40 SEVERANCE LANGUAGE AND BENEFITS**

**40.00** In the event of a closure of a plant or department or classification directly resulting in the immediate termination of employment of ten (10) or more bargaining unit employees, such terminated employees shall be entitled to a severance allowance based on the following:

<b>Years of Service</b>	<b>Weeks of Severance</b>
1	0.00
2	1.00
3	1.00
4	1.00
5	6.25
6	7.50
7	8.75
8	10.00
9	11.25
10	12.50
11	13.75
12	15.00
13	16.25
14	17.50
15	18.75
16	20.00
17	21.25
18	22.50
19	23.75
20	25.00
21	26.25
22	27.50
23	28.75
24	30.00
25	31.25
26	32.50
Greater than 26	33.50

"Years of Service" shall be defined as each full year from the employee's seniority date. In the event of broken service, all service shall be counted excluding the broken period. Partial years shall be calculated in complete months.

It is understood that payment of severance under this provisions shall result in the cessation of seniority and the termination of the employment relationship.

All seniority employees, as of the date of contract signing, will be entitled to March 31, 2007 wage rates (plus applicable COLA increases in effect during the new contract) for calculation of severance pay entitlement for the duration of this collective agreement.

In the event of an announcement of the closure of the plant during the duration of this collective agreement, severance will be calculated at the rate of 1.5 weeks per year of service.

## **ARTICLE 41 RELOCATION**

41.01 In the event that Wabtec Foundry establishes a new foundry facility within 300 km within Ontario, the Company will recognize the International Union United Automobile, Aerospace Agricultural Implement Workers of America (U.A.W.) as the sole bargaining agent for all employees of the Company as outlined in the current collective agreement Article 2 - Recognition.

The current collective agreement will apply to all or any facilities as above (exceptions will be negotiated to apply to the new facility and these exceptions shall become addendums to the current collective agreement).

In the event of a relocation or a new facility is established, employees at the Wallaceburg facility will be given the opportunity to transfer to a relocation facility.

**FOR THE COMPANY:**  
**Wabtec Foundry Limited**  
**Wallaceburg, Ontario**

---

Darren Beatty

Dave Walsh

---

Todd Shingleton

Rod Fraser

---

Bill Wilmott

**FOR THE UNION:**  
**The International Union, United Automobile,**  
**Aerospace and Agricultural Implement Workers of**  
**America UAW 251**

---

Stewart Santsche  
(Chairperson)

Rick Gorton  
(Committeeperson)

---

Greg Audette  
(Committeeperson)

Jeff Cowell  
(Committeeperson)

---

Jim Dawe  
(Committeeperson)

Dale Rabideau  
(Committeeperson)

---

Linda Eden  
(Int. Rep. - UAW)

Bill Pollock  
(President Local 251)

## APPENDIX " A

The following classifications are for purposes of job bidding and transfers.

<b>DEPARTMENT AND CLASSIFICATION</b>	<b>RATE</b>	
<b>Melt &amp; Pour Department</b>		
Induction Furnace Melter	17.55	**
Metal Weigher & Charger	17.07	
Mould Shifter	16.87	+
CD#2 Shake Out	16.87	+
Refractory Repair	17.07	*
General Labour	16.82	+
Kwik Kure Shake Out/Lift Truck	17.07	
Metal Poured/Transfer Ladle	17.47	
<b>Moulding Department</b>		
Utility	17.32	**
Squeezer Operator	17.12	
CD#1 Moulder	17.12	
CD#2 Moulder	17.12	
Matchplate Blowmatic Operator	17.55	**
CD#3 Moulder	17.12	*
Tabor Operator	17.12	
Lift Truck Operator	17.07	•
General Labour	16.82	+
Secondary MBM	17.12	•
<b>Core Department</b>		
Machine Operator (Heavy)	16.97	
Machine Operator (Light)	16.74	
Kwik Kure Operator (Small)	17.12	
Kwik Kure Operator (Large)	17.12	
Sand Mixing Operator	16.97	
Oil Sand Oven Tender	16.97	
Core Assembly > 6 Cores	16.69	
Lift Truck Operator	17.07	
General Labour	16.82	+
Core Cleaning Light	16.54	+
Core Assembly Inspection	16.69	
Core Wash	16.69	

DEPARTMENT AND CLASSIFICATION	RATE	
Oil Sand Bench Work	16.74	
Wire Bender & Cutter	16.82	
Set Up Operator	17.17	
Core Cleaning (Heavy)	16.61	+
Kwik Kure Cleaner	16.82	+
Machine Operator Heavy Shell	16.97	
Machine Operator Light Shell	16.74	
Finishing Department		
Shot Blast	16.97	
Pedestal Grinder	16.97	+
Large Bench	16.97	
cut off	16.97	
Anneal Furnace Operator	16.97	
Dip Painting	16.97	
Small Bench	16.97	
Inspector- Grade 1	16.97	
Lift Truck Operator	17.07	*
Yard Man	17.07	
Chop Saw	16.87	+
Hog Grinder	16.87	+
Inspector- Grade 2	16.97	**
Inspector- Grade 3	17.12	**
Test Room Inspector	17.12	**
Pattern Shop		
Level 1 Pattern & Tool Repair	17.67	*
Level 2 Pattern & Tool Repair	18.17	**
Level 3 Pattern & Tool Repair	19.82	**
Level 4 Pattern & Tool Repair	20.87	**
Maintenance Department		
Level 1 Maintenance	17.62	**
Level 2 Maintenance	18.12	**
Level 3 Maintenance	19.82	**
Oil & Greaser	17.27	
Housekeeping	16.97	
Electrician	20.32	**



**DEPARTMENT  
AND CLASSIFICATION**

**RATE**

**Aluminum Department**

Material Handler

17.07

\*\*

Aluminum **Cell** Worker

17.55

\*\*

\* Extended training required.

\*\* Extended training and educational background  
required.

+ Entry level classification.

**WAGE INCREASES AND C.O.L.A.**

**Date of Commencement**

**Scheduled Date**

**2007**

April 1 - COLA  
July 1 - COLA  
October 7 - COLA

**2008**

January 6 - COLA  
April 6 - COLA  
July 6 - COLA

**2009**

January 4 - COLA  
April 5 - COLA  
July 5 - COLA  
October 4 - COLA

**2010**

January 3 - COLA

## APPENDIX "B"

### COST OF LIVING ALLOWANCE

1. The Cost of Living Allowance will be determined in the manner and to the extent hereinafter set forth in accordance with the changes in the Consumer Price Index, published by Statistics Canada.
2. The Cost of Living Allowance provided for herein will be set to zero effective April 1, 2007. The Cost of Living Allowance will not be adjusted thereafter until April 1, 2007, and thereafter on the basis as follows:
3. The first adjustment will be in the first pay period coincident or following April 1, 2007, and based upon the index for February 2007, as compared to the index of November 2006. A one cent (\$.01) adjustment will be made for each 0.40 movement of the index (1971 Base).
4. Adjustments will be made thereafter on the same index basis in: July 2007, October 2007, January 2008, April 2008, July 2008, October 2008, January 2009, April 2009, July 2009, October 2009, January 2010.  
Based on the index of:  
May 2007, August 2007, November 2007, February 2008, May 2008, August 2008, November 2008, February 2009, May 2009, August 2009, November 2009.
5. A reduction in the Cost of Living will not result in a reduction of the Cost of Living Allowance.
6. In the event of Statistics Canada not issuing the Consumer Price Index on or before the beginning of the first pay period, in the quarterly period subject to adjustment, any adjustment required will be made at the beginning of the first period following the receipt of the index figure.
7. No adjustments retroactive or otherwise will be made due to any revision that may later be made in any published Statistics Canada Consumer Price Index.
8. Continuation of the Cost of Living Allowance is dependent upon the availability of the official monthly Statistics Canada Consumer Price Index, calculated on the same basis, and in the same form as that published for February 2007.
9. Application of any changes in the Cost of Living adjustments will be made on the first full pay period coincident or following the first day of the month, as shown in paragraphs 3 and 4, Appendix "B".

March 31, 2007

U.A.W. Local 251  
88 Elm Drive South  
WALLACEBURG, Ontario  
N8A 5E7

Attention: Bill Pollock

Dear Sir:

## **LETTER OF AGREEMENT**

The Company acknowledges that members of management will not, as a regular part of their jobs, perform work which falls within the scope of the bargaining unit, except in cases of emergencies, instruction, tool proving, sampling, and production difficulties and only when the appropriate bargaining unit employee is present.

Yours truly,

**WABTEC FOUNDRY**  
**A DIVISION OF WABTEC CANADA INC.**

Dave Walsh  
Plant Manager

March 31, 2007

U.A.W. Local 251  
88 Elm Drive South  
WALLACEBURG, Ontario  
N8A5E7

Attention: Bill Pollock

Dear Sir:

## **LETTER OF AGREEMENT - MOULDERS' INCENTIVE RATES**

As discussed during recent negotiations, the Company wishes to confirm that we will develop incentive rates on work being produced on our Cope and Drag 1, Squeezer, and Tabor moulding lines.

It must be understood that many of the production runs will be "so short" that it will not be practical to place incentive rates on them.

Yours truly,  
**WABTEC FOUNDRY**  
**A DIVISION OF WABTEC CANADA INC.**

Dave Walsh  
Plant Manager

March 31, 2007

U.A.W. Local 251  
88 Elm Drive South  
WALLACEBURG, Ontario  
N8A 5E7

Attention: Bill Pollock

Dear Sir:

## **LETTER OF AGREEMENT - PAYROLL DEDUCTIONS**

The Company agrees that it will make payroll deductions for R.R.S.P. and Canada Savings Bonds upon the direction of individual employees.

The Company agrees to make regular payroll deductions for the Social Club for all employees upon notice from the Union that, pursuant to its procedures, it has been determined that such deductions will be mandatory for all employees.

Whenever there **is** a function sponsored by the social club, members of the Social Club committee may request in writing for an approved leave to make arrangements. Such request will not be unreasonably denied.

Yours truly,

**WABTEC FOUNDRY**  
**A DIVISION OF WABTEC CANADA INC.**

Dave Walsh  
Plant Manager

March 31, 2007

U.A.W. Local 251  
88 Elm Drive South  
WALLACEBURG, Ontario  
N8A 5E7

Attention: Bill Pollock

Dear Sir:

## LETTER OF AGREEMENT - MAINTENANCE GROUPINGS

### Level I

This will be the starting position of any successful bidder to the Maintenance Department. The new employee will remain in Level I for a nine (9) month period or 1350 hours worked and then move to Level II status.

### Level II

This level will encompass a qualified individual who is able to work independently with minimum supervision and is fully capable of all maintenance duties within the plant and must have knowledge and expertise in **all** areas of maintenance.

### Level III

This level is for Maintenance Personnel who have a proven ability in maintenance repair at Wabtec Foundry and are capable of training others in maintenance. Employees must possess a bona-fide Government issued trade competency certificate or a bona-fide UAW skilled trades millwright/machine repairer certificate.

Yours truly,

**WABTEC** FOUNDRY  
A DIVISION OF **WABTEC** CANADA INC.

Dave Walsh  
Plant Manager

March 31, 2007

U.A.W. Local 251  
88 Elm Drive South  
WALLACEBURG, Ontario  
N8A 5E7

Attention: Bill Pollock

Dear Sir:

## **LETTER OF AGREEMENT**

The Company and Union agree that, notwithstanding the new qualification requirements for Maintenance Level III, incumbent employees at the effective date of the Collective Agreement, may maintain their current position without acquiring the necessary trade competency certificate, for a period not to exceed two years. If the certificate is not obtained within the two year period, the incumbent employee will revert to Maintenance Level II.

Further, it is agreed that the new qualification requirements for Maintenance Level III will not supercede plant-wide seniority rights in the event of a layoff.

Yours truly,

**WABTEC FOUNDRY**  
**A DIVISION OF WABTEC CANADA INC.**

Dave Walsh  
Plant Manager



March 31, 2007

U.A.W. Local 251  
88 Elm Drive South  
WALLACEBURG, Ontario  
N8A 5E7

Attention: Bill Pollock

Dear Sir:

## **LETTER OF AGREEMENT**

It is understood and agreed by the Company and Union that in any situation where the classification rate differs from an employee's current hourly rate as a result of changes to Appendix A, the employee **will** be guaranteed as a minimum rate of pay, the greater of **his/her** current rate and the classification rate (including COLA).

Yours truly,

**WABTEC FOUNDRY**  
**A DIVISION OF WABTEC CANADA INC.**

Dave Walsh  
Plant Manager

## PAID EDUCATION LEAVE

The Company agrees to pay into a special fund one cent (\$.01) per hour per employee for all hours worked for the purpose of providing Paid Education Leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the International Union, UAW, and sent by the Company to Local 251, UAW, 88 Elm Street, Wallaceburg, Ontario. N8A 5E7

Deductions shall be made in the current year in the following manner:

First Quarter:                      October 1 to December 31  
Payable to Fund:                      by 25<sup>th</sup> of January

Second Quarter:                      January 1 to March 31  
Payable to Fund:                      by 25<sup>th</sup> of April

Third Quarter:                      April 1 to June 30  
Payable to Fund:                      by 25<sup>th</sup> of July

Fourth Quarter:                      July 1 to September 30  
Payable to Fund:                      by 25<sup>th</sup> of October and so on  
each Year of the Agreement

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence, without pay, for twenty (20) days of class time, plus travel time, where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

## **EMPLOYEE ASSISTANCE PROGRAM**

Funding for the EAP will be obtained from Wabtec Foundry Limited on a scale of \$0.01 per hour for every hour worked by a bargaining unit employee, payable to Local 251 on a quarterly basis.

## **OVERTIME EQUALIZATION POLICY**

1. The purpose of overtime equalization is to ensure that all employees are provided with an equal opportunity in their classification.

The overtime equalization will be broken down into three categories, with each category having a specific procedure for assigning overtime.

### **A. Weekend**

- To cover any scheduled weekend overtime
- 48 hours notice is required
- Employees will be charged with the posted hours if they decline.

Selection procedure:

- (a) Call overtime from in-classification
- (b) Call overtime from out-of-classification

### **B. Planned**

To cover approved absences (i.e.: S&A, W.S.I.B., Vacation, Leaves, etc.)

Selection procedure:

- (a) Leave classification open
- (b) Temporary transfer as per Collective Agreement

- (c) Call overtime from in-classification
- (d) Call overtime from out-of-classification

**C. Daily (less than 16 hours notice)**

**First Four Hours of Vacated Position**

If the employee calls in one hour or more prior to start of shift, the selection procedure will be:

- (a) Leave classification open.
- (b) Ask on-shift operator.
- (c) Temporary transfer as per the Collective Agreement.
- (d) Call overtime from in-classification.
- (e) Call overtime from out-of-classification.

If the employee calls in less than one hour prior to the start of shift, the selection procedure will be:

- (a) Leave classification open.
- (b) Temporary transfer as per the Collective Agreement.
- (c) Ask on-shift operator.
- (d) Call overtime from in-classification.
- (e) Call overtime from out-of-classification.

**Second Four Hours of Vacated Position**

- (a) Leave classification open.
- (b) Call incoming operator.
- (c) Temporary transfer as per the Collective Agreement.
- (d) Ask on-shift operator.
- (e) Call overtime from in-classification.
- (f) Call overtime from out-of-classification.

2. The equalization period for overtime hours **will be** 16 hours (within each calendar year). Excluded from this

period will be all "daily" overtime worked and overtime out-of-classification.

3. If the employee declines overtime in his/her classification, and accepts overtime out-of-classification, he/she is then charged the greater of the two overtimes. In-class overtime must be given first priority.

4. When overtime is created via absenteeism, the following procedure will take place:

### **Midnights**

We will call the day shift in early four hours and ask the afternoon shift to stay over.

### **Afternoons**

If the absenteeism is on afternoons, we will ask the day shift to stay over and call the midnight shift to come in early.

### **Days**

If the absenteeism is on days, we will ask the midnight shift to stay over and call the afternoon shift to come in early.

5. Equalization of overtime hours for employees who return from S&A, W.S.I.B., Leaves, etc., or for employees entering a new classification, via postings, transfers, etc., will be adjusted to the average hours in that classification.

6. Employees will be allowed to work a maximum of 16 hours in one day.

7. Employees temporarily transferred into a classification will be offered overtime in that classification only after all others holding that classification have refused.

8. Employees temporarily hold overtime rights to their home classification and must work in that classification first before accepting overtime in the classification they are temporarily transferred to.

9. To cover for daily overtime hours, employees with the lowest overtime hours and on shift will be asked first; however, should, for whatever reason, this procedure fail, the Company will offer hours to the employee at a later date.

10. Employees have the option to sign an "Overtime Distribution Waiver" as follows:

Date: \_\_\_\_\_

I, \_\_\_\_\_,  
Empl# \_\_\_\_\_, request not to be notified at home of overtime during the following hours:

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

Employee  
Signature: \_\_\_\_\_

Union: \_\_\_\_\_

Company: \_\_\_\_\_

## **ATTENDANCE POLICY**

**All** employees have a contractual responsibility to attend work in an orderly and regular manner. It is expected and anticipated that all employees will report daily, at an appropriate time, to begin work at the start of their shift and remain until the completion of same. It is also considered that an occasional, unscheduled absence may be necessary due to health or some other important cause beyond the control of our employees. These situations should be discussed with your Supervisor or the Occupational Health Nurse.

The Company policy for absenteeism is as follows:

The Company will review all absences on a regular basis. Short term absenteeism shall be recognized as "controllable absenteeism". Controllable absenteeism is any lost time other than that allowed for on a requested and approved leave of absence, bereavement leave, vacation day(s), approved union time, jury duty, S&A claim, as well as compensation (WSIB). (Employees who are eligible for more than two weeks vacation may, at their discretion, pre-arrange to use one or more vacation days to cover a short term absence.)

Failure to report for work within the first thirty minutes of a shift (without permission) shall be recorded as such and will be entered into the attendance records as the equivalent of one-half day absent.

Early departures that are not pre-arranged will be recorded as "home early" and will be entered into the attendance records as the equivalent of one-half day absent.

Each employee's attendance record will be reviewed on a quarterly basis (three month periods ending March, June, September, December). Employees with 100% attendance will qualify for the applicable award under the Attendance Recognition Program.

Disciplinary action will be imposed where controllable absenteeism exceeds a specified number of days during a quarter as follows:

Quarter 1	(Jan/Feb/Mar) - Three Days Absent
Quarter 2	(Apr/May/June) - Two Days Absent
Quarter 3	(Jul/Aug/Sep) - Two Days Absent
Quarter 4	(Oct/Nov/Dec) - Three Days Absent

The levels of discipline (to be administered in the presence of Union representation) will be as follows:

- a) Interview and Counseling - Personal contact between the employee and the Employee Relations Supervisor, or designate, to identify and attempt to correct any problems. If the employee maintains a satisfactory attendance record for the next two quarters, this level of discipline will be removed from his/her record.
- b) Letter of Warning - Advises the employee again of the seriousness of his/her absenteeism and the impending disciplines to follow. If the employee maintains a satisfactory attendance record for the next four quarters, this level of discipline will be removed from his/her record.
- c) Final Warning - The employee is given a final warning that he/she may be risking future suspension and dismissal if attendance does not improve. The employee may also be subject to disqualification from his/her job classification. If the employee maintains a satisfactory attendance record for the next four quarters, this level of discipline will be removed from his/her record.



d) A one day suspension, without pay, shall be imposed. The employee will be encouraged to make use of this time to seriously reflect on whether he/she will be able to meet the employment condition to attend work regularly. If the employee maintains a **satisfactory** attendance record for the next four quarters, this **level** of discipline will be removed from his/her record.

e) DISMISSAL

THE COMPANY RESERVES THE RIGHT, IN APPROPRIATE CASES, TO REQUIRE THAT AN EMPLOYEE SUPPLY MEDICAL VERIFICATION OF THE REASON FOR ABSENCE. WHERE AN EMPLOYEE PROVIDES MEDICAL VERIFICATION THAT CERTIFIES THAT HE/SHE IS NOT TO WORK, THE ENSUING ABSENCE WILL BE TREATED AS AN EXCUSED ABSENCE.

WHERE AN EMPLOYEE IS ABSENT FOR MORE THAN THE ABOVE SPECIFIED DAYS DURING A QUARTER, DISCIPLINE WILL BE ADMINISTERED ON A PROGRESSIVE BASIS FROM ANY PREVIOUS STEPS CURRENTLY ON AN EMPLOYEE'S RECORD. DISCIPLINE MAY BE IMPOSED DURING THE QUARTER AS SOON AS THE SITUATION WARRANTS. FOR EXAMPLE, IF AN EMPLOYEE MISSED FOUR DAYS IN THE FIRST QUARTER, HE/SHE WOULD THEN RECEIVE THE APPROPRIATE LEVEL OF DISCIPLINE. IF HE/SHE THEN PROCEEDED TO MISS THREE ADDITIONAL DAYS IN THAT QUARTER, THE NEXT LEVEL OF DISCIPLINE WOULD BE APPLIED.

## DISCIPLINE POLICY

Step 1 - Interview & Counseling

Step 2 - Letter of Warning

Step 3 - Final Warning - May be subject to Job Disqualification

Step 4 - Suspension (Length determined by severity of offence.)

Step 5 - DISMISSAL

### Step 1 Offences

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1. Unauthorized absence from work station; excessive wandering.

2. Failure to properly use Personal Protection Equipment.

3. Failure to maintain reasonable production levels (quality and quantity).

4. Failure to follow call-in procedure.

5. Eating, drinking, or smoking at times and areas not designated.

6. Failure to report injuries to Foreperson or Plant Nurse.

7. Two lates in a quarter (reporting within first 30 minutes of shift).

### Step 2 Offences

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1. Working in an unsafe manner or with equipment that might endanger health or safety of self or others.

2. Operating machines, tools, or equipment not assigned by Foreperson.

3. Not following process and procedures of job as instructed.

4. Sleeping on the **job**.

5. Leaving company premises without notification or not clocking in or out.

## Step 4 Offences

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1. Theft of company or other employees' property.
2. Indulging in "horseplay".
3. Insubordination.
4. Deliberate damage of company or other employees' property.
5. Entering plant under influence, or possession, of alcohol or drugs.
6. Fighting on company property.
7. Clocking in or out for another employee.
8. Malicious disregard for health and safety of self or others.
9. Indecent conduct or sexual harassment.

### Notes:

1. Management reserves the right to terminate employees for "Step 4" offences if the severity of the situation warrants it.
2. No action under the first four steps of either the Attendance or Discipline policy will remain against an employee's record longer than twelve months.
3. Any and all articles of the Attendance or Discipline policy are subject to the employees' and union's right to file a grievance.

## **ZEROTOLERANCE POLICY**

1. Employees may not leave the company premises during working hours without notifying their supervisor or designate. Any employee who abuses this policy in any form will have their privilege denied for just cause.

2. The procedure employees must follow to obtain a pre-approved leave or approval for going home early must be as follows:

They will receive a form from their supervisor or designate and have the form filled out and signed for approval prior to leaving the premises. Anyone who leaves without a pre-approved leave will be entered as home early in the attendance record.

3. Anyone leaving Company premises must clock in and out.

4. The consumption of alcohol or non-prescription drugs within the Company boundaries will not be tolerated. Any employee found to be consuming alcohol or drugs on Company premises, or found to be under the influence of alcohol or drugs while at work or when reporting for work, will be subject to immediate disciplinary action up to discharge and the matter will then be turned over to the local Police.

# 2007

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# 2008

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