

AGREEMENT

between

ACCURIDE
CANADA INC.

and

CAW  TCA

CANADA

NATIONAL AUTOMOBILE
AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA),
LOCAL 27, UNIT 17

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AGREEMENT

BETWEEN

ACCURIDE CANADA INC.

("Company")

AND

**NATIONAL AUTOMOBILE
AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA**

(CAW/TCA CANADA) LOCAL 27, UNIT 17

("Union")

For and in consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Company and the Union, and the greater productivity and efficiency resulting therefrom, the parties agree as follows:

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the sole bargaining agent for all employees covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, and **all** other working conditions. The following classifications shall not be subject to the provisions of this Agreement: supervisors, employees above the rank of supervisor, office and sales employees, and truck drivers.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Company has the exclusive right to hire, promote and demote, transfer, lay-off, or for just cause suspend or otherwise discipline and discharge any employee, subject to the right of the employee to submit a grievance as provided in this Agreement.

2.2 The Company has the right to operate and manage its business in all respects, to maintain order and efficiency in its plant,

and to determine the location of its plant, the products to be manufactured, the scheduling, methods, processes, and means of manufacture.

2.3 Any of the powers and authority the Company had prior to the signing of this or any other Agreement are retained by the Company, except those specifically abridged, delegated, or modified by this Agreement.

2.4 These management functions will be exercised in a manner consistent with the provisions of this Agreement.

2.5 The Union and employees will cooperate with the Company in the Company's effort to obtain better quality and quantity of production.

ARTICLE 3

UNION SECURITY

3.1 As a condition of continued employment, all present employees covered by this Agreement shall become and remain members of the Union and all new employees covered by this Agreement shall become and remain members of the Union after 60 working days.

3.2 During the term of this Agreement, the Company will, pursuant to dues deduction authorizations by employees, deduct from the earnings or S.U.B. payments of employees Union monthly dues for the pay periods from which Union dues are normally deducted, and Union initiation fees after the completion of the probation period. The amounts of these deductions will be as set forth in the constitution and bylaws of the Union. The Union will advise the Company of these amounts. Between the end of each calendar month and the 10th of the following month, the Company shall remit by cheque to the National Union, C.A.W. Local 27, the sums deducted, together with a list of those from whom deductions are made. The Company may retain the authorizations signed by employees. The Secretary-Treasurer of the local Union will notify the Company in writing of any change in the fees or dues to be deducted at least 15 days prior to the date the change is to be effective. The Company will endeavour to comply with the provisions of this Article, but is not liable for errors that cannot be corrected from the affected employee's earnings.

3.3 Neither the Union nor its members will solicit dues, assessments, or fines on Company time.

3.4 Employees selected by the Company to participate in the Supervisory Training **Program** will stop paying Union dues and

stop accumulating seniority upon entering the program and for the duration of the training. Employees may participate in the Supervisory Training Program for up to six months.

ARTICLE 4

UNION REPRESENTATION

4.1 Three Zone Committeepersons, a Skilled Trades Committeeperson, and a Plant Chairperson will constitute the Plant Committee and the Negotiating Committee. The Union will appoint a committee member for each zone. The Plant Committee will be on steady days within their zones. To the extent practical, the Company will keep the Alternate Committeepersons on the shifts they are assigned to, unless the Committeeperson chooses to change shifts.

4.2 Committeepersons shall be employees of the Company. The Union shall notify the Company in writing of the names of the committeepersons, the duration of their appointments, the names of the committeepersons they are replacing, and the name of the Chairperson.

4.3 The Union shall appoint one off-shift committeeperson on each shift within each of the four committee zones. The objective of this structure is to result in ~~as~~ many grievances being resolved at Step 1 of the Grievance Procedure as is possible. The appointed committeepersons shall be accountable to the elected zone committeeperson regarding duties carried out on behalf of the committeeperson. The appointed committeeperson may not process a grievance to Step 2 unless agreed to by the elected committeeperson. The Union may appoint an alternate committeeperson in the absence of the regular committeeperson.

4.4 When there are 350 or more employees in the bargaining unit, the Plant Chairperson shall be permitted to have up to eight hours paid time per regular shift while on the premises for ~~the~~ sole purpose of:

- (a) attending 2nd and 3rd step grievance meetings;
- (b) doing C.A.W. Local 27, Unit 17, paperwork and record-keeping;
- (c) preparing Union notices;
- (d) maintaining Union postings;
- (e) discussing matters with the Employee Relations Manager or their designee; and

- (f) meeting with employees not at work regarding Union business in a conference room **or** other suitable facility (these meetings can address problems relating to (i) unemployment insurance, (ii) workers' compensation, (iii) employee benefit programs, (iv) alcohol and/or drug abuse, (v) grievance investigation, **or** (vi) safety).

The Plant Chairperson shall account for this paid time to the Employee Relations Manager or their designee. These duties will continue for a period of one month following a reduction below 350 employees. The Employee Relations Manager and the Plant Chairperson may agree that the Plant Chairperson may perform tasks other than those listed in Article 4.4.

4.5 The Plant Chairperson shall be supplied with office space which includes:

- (a) a telephone with a separate line and number; the cost will be paid by the Union;
- (b) a desk and chair; and
- (c) a filing cabinet.

4.6 If a Plant Chairperson is replaced, and they have sufficient seniority, they shall be given the choice of returning to their former classification or electing to be declared surplus.

4.7 The Plant Chairperson shall receive top straight time base hourly rate, excluding off-shift and overtime premiums.

4.8 When the Plant Chairperson is absent a full day for Union business, the alternate Chairperson shall be relieved of their normal job duties to perform the duties of the Plant Chairperson. In cases of absence for other reasons, the alternate Chairperson shall be relieved of their normal job duties to perform the duties of the Plant Chairperson beginning with the Chairperson's second full day of absence. This provision does not apply during the summer vacation shutdown or the Christmas through New Year's holidays.

4.9 The Plant Chairperson's hours of work will be 7:00 a.m. to 3:30 p.m., Monday through Friday. Employees shall not visit the Plant Chairperson during their scheduled work periods without prior authorization by the Company.

ARTICLE 5

DATA TO BE SUPPLIED TO THE UNION

The Company will supply the Union with the following information:

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- (a) names, social insurance numbers, telephone numbers and job classifications of employees who acquire seniority; employees may choose not to have their telephone numbers provided to the Union;
- (b) names of employees who are transferred into or out of the bargaining unit;
- (c) names of employees on leave of absence for 30 days or longer;
- (d) names of employees who are laid-off;
- (e) names and addresses of employees every *six* months, **as** well as address changes **as** they take place; employees must keep the Company informed of their current addresses and telephone numbers on forms supplied by the Company;
- (f) copies of job postings;
- (g) the Plant Chairperson will be advised of the names of successful job bid applicants when the successful applicants are notified of their selection; and
- (h) the Plant Chairperson will be advised in writing of the adjusted seniority of persons transferred back to the bargaining unit.

ARTICLE 6

CONSULTATION

Upon the request of either party, the parties shall meet at least once every **two** months during this Agreement for the purpose of discussing issues relating to the workplace which affect the parties or any employee.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Complaints of employees shall be adjusted as quickly **as** possible. Before a grievance may be submitted, an employee must first discuss and attempt to resolve the matter with their immediate Supervisor within five working days from the date the employee became aware of the occurrence causing the complaint.

7.2 If that discussion does not resolve the matter, an employee may proceed as follows:

STEP 1

Upon the request of the employee for a further meeting regarding the grievance, the employee's immediate Supervisor will meet with the employee and a Zone Committeeperson during the shift, if practical. The Supervisor will answer the grievance within one working day of the meeting, excluding Saturdays, Sundays and Holidays.

STEP 2

If the grievance is not resolved in Step 1, the Committeeperson may, within one working day from the answer, excluding Saturdays, Sundays and Holidays, request the Supervisor to arrange a meeting with the Committeeperson, Plant Chairperson, and Factory Manager, or their designees, to discuss the grievance. That meeting will be held within ~~two~~ working days of the request, excluding Saturdays, Sundays and Holidays. The Company will answer the Step 2 grievance within two working days of the meeting, excluding Saturdays, Sundays, and Holidays.

STEP 3

If the grievance is not resolved in Step 2, the grievance may be submitted to the Human Resources Manager in writing, signed by the employee, if possible, on a form provided by the Company, within three working days, excluding Saturdays, Sundays and Holidays, of the answer at Step 2.

If the employee so desires, the employee shall have the assistance of the committeeperson to reduce the grievance to writing.

A meeting between the Human Resources Manager or their designee and the Negotiating Committee will be held within five working days, excluding Saturdays, Sundays and Holidays, from the receipt of the written grievance to discuss the grievance. If the Negotiating Committee so desires, they may have a representative of the National Union assist them at this meeting.

Upon reasonable advance request from the Union, the grievor may be present during the third step grievance meeting for the purpose of clarifying the grievance in question.

The answer of the Human Resources Manager **or** their designee shall be given in writing within three working days following the meeting, excluding Saturdays, Sundays and Holidays. If during the meeting there is a situation **where** further investigation is required by either party, the time limit for the written answer shall be extended by five working days. Any subsequent extensions shall be by mutual agreement only.

If no resolution of the grievance is reached and the grievance involves the interpretation or application of this Agreement, the Union may appeal the grievance to arbitration.

7.3 Should the Union allege that the Company has violated the Agreement in a manner that affects employees either as a group or individuals, the Union may submit a grievance at Step 3. The right to process policy grievances will not be abused to circumvent the regular grievance procedure. If a satisfactory resolution of the grievance is not reached within 30 days, the Union may appeal the grievance to arbitration.

7.4 When an employee requires a Union Representative to assist with the processing of a grievance, the employee shall notify their Supervisor who will send for such representative promptly. The Supervisor of the Union Representative will arrange for a replacement where necessary so that the parties involved may meet to discuss or process the grievance as soon as reasonably possible. Committee persons, of course, as well as other employees, have other duties to perform.

7.5 Grievances may be presented or adjusted during working hours without **loss** of pay.

7.6 No Plant Committee member may leave their job to handle a grievance for more than a reasonable length of time. All time taken shall be used for investigating and processing grievances.

7.7 No Plant Committee member shall leave their job to handle a grievance until they have first obtained permission from their Supervisor and an employee **has** been assigned to relieve them when necessary. Such permission shall not be unreasonably withheld, and the Union Representative shall notify their Supervisor upon returning to their Department.

7.8 If the Union does not agree with the answer from the Company at the third step in a matter pertaining to discipline in which reference **was** made to prior discipline in assessing the penalty, the Company will, upon request, supply to the Plant

Chairperson a copy of the discipline referred to. The copy of the discipline will be made available to the Union to assess the matter and for this purpose only.

7.9 Reprimands will be made available at grievance meetings regarding the reprimand in question.

7.10 The time limits in the grievance procedure may be extended by mutual agreement. Agreements to extend time limits involving written grievances shall be in writing.

7.11 Arbitration The Union may appeal grievances that are not resolved in Step 3 to arbitration. The Union must provide the Company with its written appeal to arbitration within 15 calendar days after the Company's Step 3 answer. If a timely appeal is not submitted, the grievance shall be closed.

7.12 The Arbitrator **shall** be selected within ten days from the Company's receipt of the appeal. The Arbitrator should be selected by mutual agreement between the Company and the Union. If such an agreement is not reached within five working days, the Union must then request the Ontario Minister of Labour to appoint an Arbitrator.

7.13 The Arbitrator shall meet and hear the evidence and representations of both parties as soon as possible and shall render a decision promptly. The decision of the Arbitrator shall be final, conclusive, and binding, provided the Arbitrator shall not have authority to change, alter, or modify any of the provisions of this Agreement nor to substitute any new provisions, nor give any decision inconsistent with the intent or provisions of this Agreement.

7.14 The expenses and fee of the Arbitrator shall be borne equally by the parties. No costs of any arbitration shall be awarded **to**, or against, either party. Arbitrations shall be held in London, Ontario.

7.15 Grievances not appealed from the disposition of the Company's representatives in any of the steps of the Grievance Procedure within the times and in the manner specified shall be resolved on the basis of the disposition last made and shall not be eligible for further appeal, subject to the right of the Arbitrator to set aside any question of time limits in accordance with the Labour Relations Act.

7.16 Any grievance involving the interpretation or application of this Agreement which has been disposed of hereunder shall not be made the subject of another grievance.

7.17 Up to ~~two~~ Union Representatives shall be paid for time lost attending arbitration hearings.

ARTICLE 8

ADMINISTRATION OF DISCIPLINE

8.1 The maintenance of discipline is essential to the satisfactory operation of the plant and the Company has the right to discipline for just cause, up to and including discharge. The Company will notify an employee of their right to have a Committee person present at any interview concerning discipline, and will notify, in writing, a Union Representative of discipline issued to an employee. Discipline will normally be issued within five working days from the date the Company learned of the incident(s) requiring possible disciplinary action. This period may be extended by the Company, in which case the Union shall be informed of the reason for the extension, and the investigation will proceed and a decision made as soon as reasonably possible.

8.2 Employees under final warning of discharge shall have their disciplinary record cleared after 12 months of active service without a disciplinary offence following the final warning.

8.3 Should an employee be instructed to leave the plant pending an investigation, the investigation should be completed within three working days, when possible. If an employee is instructed to leave the plant, the employee will be provided with a Union Representative before the employee is required to leave the plant. The Company agrees to remove an employee's disciplinary record after 18 months of active service, providing a similar offence is not repeated by the employee within the 18 months.

8.4 The Company will supply a copy of a reprimand to the employee concerned. In the event the employee chooses to provide the Union with a copy of the reprimand, it shall be used for no other purpose than the processing of a grievance related to this reprimand only.

8.5 The Company will supply a written explanation to the Union and employee regarding suspensions and discharges.

8.6 The Company will not discipline an employee following a period of five years of employment as a result of misinformation contained in the employee's Application for Employment.

8.7 Employees hired after February 21, 1982, who reach the Initial Counselling stage in the Attendance Program during the first 12 months of employment can be given a warning of nondisciplinary termination due to poor attendance without the

necessity of previous corrective action. **An** Initial Counselling will take place prior to the letter being given. However, there is no obligation for any further action prior to the issuance of the Termination Warning Letter following at least the Initial Counselling. If the employee's absence record does not warrant the employee to progress to the next stage in the Attendance Program for 12 months after issuance of the Termination Warning Letter, the Letter will be removed from the employee's record. These cases will be explained to the Union, and a copy of the warning of nondisciplinary termination shall be supplied to the Union.

ARTICLE 9 SENIORITY

9.1 General

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

9.2 Probationary Period

Employees will be in a probation period for the first 60 working days of their employment, and shall have no seniority until completion of a 60 working day period in a 12 month period. In the event the Company recalls a probationary employee within ~~six~~ months of previous employment, the previous days worked while on probation will be credited to the employee and when the employee obtains seniority, their seniority date shall be adjusted to include the days worked while previously on probation. This section shall not apply to students who shall not be allowed to obtain seniority unless they apply for and are accepted for regular employment. Student employment will be at the sole and unfettered discretion of the Company and is limited to the period between May 1 and the end of the week following the Labour Day Holiday.

9.3 Probationary employees shall be subject to being disciplined or discharged and shall not be entitled to grieve or arbitrate discipline or discharge unless such discipline or discharge is exercised in a manner which is discriminatory or in bad faith.

9.4 Seniority Lists

All present employees who have seniority will be placed on a seniority list ~~as~~ of the day of hiring. The Company will post a revised seniority list each ~~six~~ months. At the time of the posting of the revised seniority list, a copy of the seniority list will be given to the Chairperson of the Committee. Seniority shall start from the

first date of hiring and employees' names shall appear on the seniority list in order of their respective hire dates.

9.5 Loss of Seniority

Seniority shall be forfeited if an employee:

- (a) quits
- (b) is discharged and the discharge is not reversed through the Grievance Procedure
- (c) is absent from work without leave for more than four consecutive working days
- (d) fails to report within three working days or fails to give a satisfactory explanation for not reporting after notice of recall sent to their last address on record with the Company
- (e) does not work for a period of 18 months, if ~~an~~ employee has less than 12 months of seniority, or for a period of three years if an employee has more than 12 months seniority; this section does not apply to ~~an~~ employee who has a handicap as defined by the Ontario Human Rights Code
- (f) overstay their leave of absence and fails to return to work on the first day after the expiration of an approved written leave of absence or extension thereof
- (g) accepts other employment while on leave of absence
- (h) is regularly employed full-time (i.e., 40 hours a week) elsewhere while employed with the Company
- (i) retires normally, including early retirement on pension.

9.6 Transfer Back To Bargaining Unit

Any person previously employed in the bargaining unit, upon being transferred to a position within the bargaining unit, shall be credited for seniority purposes with the seniority held at the time of their transfer from the bargaining unit. The Company will endeavour to implement each transfer at such times and in such manner that no employee with seniority will be laid off as a direct result thereof. Employees hired into positions outside the bargaining unit and subsequently transferred to positions within the bargaining unit shall enter the bargaining unit as new employees with no seniority.

9.7 Layoff and Recall

The Chairperson of the Plant Committee shall be orally advised of all contemplated cases of extended layoff in advance of the notice to the employees to be laid off. In addition, the Company shall give written notice of layoff to employees and a copy to the Union Chairperson five working days before the layoff whenever possible.

9.8 Layoffs shall be handled as follows:

1. Work Group 1:

- (a) Probationary employees shall be laid off first.
- (b) If further layoffs become necessary, employees with the least amount of plant seniority shall be laid off.
- (c) As a result of a reduction in the workforce, employees shall be declared surplus from their job classification and sub-department based on their plantwide seniority within their job classification.
- (d) Employees declared surplus in accordance with (c) shall elect by plant seniority to either:
 - (i) fill a position in an open job Classification and sub department created due to application of (a) and (b) above.

OR

- (ii) when qualified due to past experience or demonstrated capabilities, apply their plantwide seniority to bump a junior employee in a job classification or sub department in **Work Group 1**, and if they are being reduced from **Work Group 3** or **3A**, they may apply their plantwide seniority to bump a junior employee in a job classification and sub department in **Work Group 2**.
- (e) In layoffs and surpluses, employees to be retained on the basis of seniority must have the ability to do the work available within a reasonable period of time, which will be five working days under normal supervision, so long as it does not curtail production standards.

2. Work Group 2: Zone Technicians and Maintenance Equipment Technicians

- (a) Probationary employees shall be laid-off first.
- (b) If further layoffs become necessary, employees in Work Group 2, Step 1 or 2 will be declared surplus from the classification according to their seniority, and employees in Step 3 or 4 will be retained in their job classification based on their seniority providing the employees to be retained in their job classification have the qualifications, **skills**, and capabilities required to perform the work that needs **to** be done.
- (c) Employees displaced from their job classifications shall apply their plantwide seniority in the plant in lower paid job classifications in accordance with Article 9.8-1(d). Displaced employees may bump junior employees in higher paid or lateral job classifications where the displaced employee has previously successfully performed the required duties in the higher paid or lateral job classification.
- (d) In layoffs and surpluses, employees to be retained on the basis of seniority must have the ability to do the work available within a reasonable period of time, which can be up to 30 working days providing the necessary work is being carried out by the employee.

9.9 If a layoff occurs, employees in the MET classification will not be retained over senior employees in Work Group 1.

9.10 Committeepersons shall have top seniority within their zone in case of a reduction of the workforce if they are capable of performing the jobs available. The Plant Chairperson shall have the top plantwide seniority if capable of performing the jobs available.

9.11 In case of an employee with a disability, exception may be made to the seniority provisions of this Agreement in favour of such employee by agreement between the Company and the Union.

9.12 The Company may temporarily lay off employees due to breakdown of equipment, shortage of material, temporary changes in schedules, and for reasons of like nature. If such layoff becomes necessary, junior employees within the sub departments and shifts affected may be laid off for a period not to exceed three working days before the Company will apply Articles 9.7 through 9.9.

9.13 When the workforce is to be increased, all employees shall be recalled in line with their plantwide seniority to:

(a) **Work Group 1**

OR

(b) **Work Group 2** providing they are qualified.

Notwithstanding the foregoing, when the plant shuts down production completely (for example, because of lack of work, etc.), all employees will be laid off and recalled as their jobs finish and restart up to a limit of three working days.

9.14 At each layoff or recall, certain qualified employees in classification groups 2, 3, and 3A, whose services are required, may be retained or recalled to service out of seniority.

9.15 An employee with seniority may, upon written notification to the Company, volunteer to be temporarily laid off (90 days or less) in place of junior employees. The Company and the Union may agree to apply the concept of inverse seniority on layoffs. Upon such agreement, the Company will honour the requests of senior employees to be laid off provided the Company determines that the granting of such requests will not impair its ability to maintain the skills and abilities to perform the work to be undertaken during the period of the temporary layoff. The granting of such requests shall not give rise to claims that the Company contravened any seniority rights of employees under this Agreement. The Company has the exclusive right to place active employees, in line with the skill and ability required to perform the necessary work, on jobs vacated by senior employees who volunteer for temporary layoff. In some cases, efficiency needs may not make it possible for the Company to grant volunteer layoff requests. The Company has the exclusive right to recall employees from temporary layoff at anytime during the term of the layoff.

9.16 Job Posting

1. Work Group 1:

In the event new jobs are created or vacancies occur in Work Group 1, the Company will post the new jobs or vacancies for a period of three working days or 72 hours before new employees are hired, in order to allow employees with seniority to apply in writing. The Company will advise applicants in writing as to the disposition of their applications.

2. Work Groups 2, 3, and 3A:

In the event new jobs are created or vacancies occur in **Work** Groups 2, 3, and 3A, the Company will post the new jobs or vacancies for a period of three working days or 72 hours before the new job or vacancy is filled in order to allow employees with seniority to apply in writing. The Company will advise applicants in writing as to the disposition of their applications.

9.17 In **Work** Group 1, the most senior applicant with the necessary adaptability, capability, and qualifications specific to the job shall be awarded the job. **An** employee awarded the job by the Company shall be given a trial period of five days on the job. Requests to extend the trial period can be granted by the Company following consultation with the Union. The Company must select one of the applicants for the job prior to filling the vacancy with a new hire. Where there is a single applicant, they will be awarded the job provided they have the capability and other qualifications specific to the performance of the job. In the event the successful applicant fails the trial period, consideration shall be given to unsuccessful applicants, if any, providing the criteria of this Article 9.18 are met.

9.18 In **Work** Group 2, the selection for the job shall normally be based on adaptability, capability, and other qualifications specific to the job. When these factors are relatively equal, the most senior bidder will be selected. An employee awarded a job by the Company shall be given a trial period of up to 30 days on the job.

9.19 In **Work** Groups 3 and 3A, the selection for the job shall be normally based on adaptability, capability, and other qualifications specific to the job. When these factors are relatively equal, the most senior bidder will be selected. **An** employee awarded a job by the Company shall be given a trial period of up to 10 days on the job.

9.20 In selecting applicants to fill **Work** Group 3A jobs, the Company does not intend to deny an employee with sufficient adaptability, capability, and potential the opportunity of being awarded the job. In the event that none of the job bid applicants are selected, the Company will inform the Plant Chairperson of that fact, and the parties may discuss and attempt to resolve any difficulties or problems either party thinks may exist prior to hiring new employees for the position.

9.21 An employee who bids successfully for a job will not be entitled to bid for another job for a period of **six** months.

9.22 Newly created jobs or vacancies may be filled by the Company while the job is being posted and until the employee who was awarded the job is placed on the job. The Company will notify the successful applicant(s) within five working days of removing the posting. To the extent practical, the Company will endeavour to place the successful applicant on the job within 15 working days following his notification. If the applicant cannot be placed on the job within 15 working days, the Company will discuss the reasons of the delay with the Union in order to resolve the situation.

9.23 The following guidelines will be used when applying the job posting provisions:

- (a) All vacancies shall be posted by job classification and sub department.
- (b) Departments and sub-departments are:

Light Vehicle Operations Sub-Departments

Singles

Full face

Duals

LVO Paintline

Heavy Vehicle Operations Sub-Departments

Disc (includes Blanking)

Rim

Assembly

Duplex

HVO Paintline

Repairs

Materials

Shipping

Maintenance

Stores

Quality Assurance

- (c) The Company and the Union recognize that the organizational structure might have to change during the life of the Agreement. Should such change occur, the Company and the Union agree to discuss, review, and, if need be, amend Article 9.24(b). In that instance, it is the intent of both parties to be flexible with the objective of finding the best solution considering the needs of the employees and the efficiency of the operation. Changes will be made by mutual agreement.

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Employees working in the classifications of Lift Truck Operator and Quality Assurance Technician will have their job posting provisions applied across the whole of the Manager control area without a distinction being made for sub-departments.

These guidelines are subject to change as Manager control areas change.

- (d) Job posting provisions will not apply to changes between the above groups when new crews are started. When production schedule changes result in **any** change in the number of crews required, crews *can* be reassigned as groups.
- (e) Employees assigned to new line start-ups shall be considered as temporary transfers until the job posting for a crew ~~has~~ been followed. The job posting will be done as soon as reasonably practical. The experience gained as the result of this temporary transfer will not be considered an advantage over a more senior eligible applicant when awarding the job.
- (f) Re-assignments due to vacation schedules are covered by the temporary transfer provisions.

9.24 Temporary Transfer

The right to assign employees to jobs or temporarily transfer employees from one classification or sub-department to another is the sole responsibility of the Company. This right will not be used by the Company to avoid its obligation under the Job Posting section.

9.25 Employees temporarily transferred at the convenience of the Company shall receive the rate of their regular classification or the rate of the classification to which they are transferred, whichever is higher.

9.26 Employees reassigned because of a reduction in manpower, machine breakdown, change in schedule, shortage of material, and similar factors, shall receive the rate of the job to which they are assigned, providing there is no reduction in base hourly rate for temporary transfers of up to five days.

9.27 When jobs must be filled by temporary transfer for more than five days, the Company will offer the senior employees in the classification in the department the transfer. This provision will not apply to Zone Technicians.

ARTICLE 10

LEAVES OF ABSENCE

10.1 The Company, at its discretion, may grant a leave of absence to employees with seniority. Seniority will accumulate during leaves of absence not exceeding 60 days, providing application for the leave of absence is made in duplicate on a form to be provided by the Company at least one week prior to the intended starting date of the leave of absence.

10.2 Any employee elected or appointed to a full time position in the Local or the National Union, C.A.W., shall be granted a leave of absence without pay for a period up to one year and shall retain and accumulate seniority. Such leave of absence will be automatically renewed each year until the position has expired. During such leave of absence, the Union may elect to maintain the employee's benefit program including pension through the Company by paying the cost to the Company.

10.3 The Company will, upon written notice of at least one week, grant a leave of absence without pay to employees to attend to Union business outside the plant. Such notice will indicate whether the leave is for Union business or education. The Union will provide a monthly schedule of requested leaves of absence for Union business or education, indicating the employee's name and anticipated dates of leave.

10.4 No more than a total of 120 hours leave of absence will be granted under this Article 10.4 in each calendar month to employees who are not members of the Plant Committee. The Company is willing to discuss with the Union leaves of absence in excess of 120 hours per calendar month.

10.5 For employees on leave under Article 10.3 or 10.4, the Company will continue to pay the employee's wages and once per month bill C.A.W., Local 27, for reimbursement of these wages.

10.6 Upon written notice to the Employee Relations Manager, the Company will grant leaves of absence to employees elected to a full time public office of the Municipal, Provincial, or Federal Government for the term of the office to fulfil the duties of their office. The Company will not continue or pay for any benefits during this period.

10.7 When employees recover from sickness or disability, they will be returned to their original classification, job, and shift where it is sensible and practical to do so.

10.8 The Company and the Union will establish a Return to

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Work Committee, consisting of three Company representatives and three Union representatives. The Committee will establish guidelines for returning disabled employees to work and review and monitor the effectiveness of the process.

ARTICLE 11 HOURS OF WORK

11.1 This Article defines the normal hours of work, but it is not a guarantee of hours of work per day or per week or of days of work per week.

11.2 The normal work week shall consist of five eight hour days from Monday to Friday inclusive.

11.3 The Company has the right to continue present and establish future starting and quitting times and lunch periods. The Committee Chairperson shall be notified in advance of changes.

11.4 The present normal hours for shift operations are:

One Shift Operation

7:00 a.m. – 3:30 p.m.

Two Shift Operation:

- | | | |
|---------------------------|----|---------------------------|
| 1. 7:00 a.m. – 3:30 p.m. | OR | 1. 7:00 a.m. – 3:30 p.m. |
| 2. 3:30 p.m. – 12:00 a.m. | | 2. 10:30 p.m. – 7:00 a.m. |

Three Shift Operation:

1. 7:00 a.m. – 3:00 p.m.
2. 3:00 p.m. – 11:00 p.m.
3. 11:00 p.m. – 7:00 a.m.

The Company will give two weeks notice before changing from one option to the other, as listed above.

11.5 The work week on a three shift basis may commence at 11:00 p.m. Sunday evening. Sunday premium will not apply to the shift that starts at 11:00 p.m. on Sunday.

11.6 When three shifts are required, the normal hours of work for the night shift workers will be 11:00 p.m. – 7:00 a.m. The work week will begin at 11:00 p.m. Sunday and will be considered a Monday shift. This provision applies to paid holidays as well.

11.7 The Company shall rotate employees on a ~~two~~ or three shift operation every ~~two~~ weeks.

11.8 When an operation is designated as a continuous operation, relief will be supplied for lunch and breaks and employees will continue working until relieved by the next shift. Employees, however, will not be required to continue working more than 12 minutes into the next shift. **As** compensation for this positive relief, and in lieu of paid wash up time, the employees shall receive a continuous shift allowance of \$0.20/hour plus overtime pay for time worked beyond the end of the shift.

11.9

Awarding jobs on a straight day shift

Straight day shift jobs shall be awarded to:

- Zone Technicians by sub-department, via canvassing
- Work Group 1: plant-wide, via a job posting

Awarding jobs on weekend shift

Weekend shift jobs shall be awarded to:

- Zone Technicians and Zone Operators by sub-department, via canvassing (except in LVO: weekend shift to senior Zone Operators across Singles, Duals, and Full Face)
- Lift Truck Operators and Quality Assurance Technicians: plant-wide, via a job posting

Discontinuance of jobs on straight day shift

In the event an employee becomes surplus from a straight day shift job:

- Zone Technicians will bump a junior employee on straight days or weekends in their current classification and sub-department or return on shift in their previous classification and sub-department, held prior to being awarded the straight day shift
- Work Group I will bump a junior employee on straight days or weekends (Lift Truck Operators and Quality Assurance Technicians only) in their current classification, plant-wide or return on shift in their previous classification and sub-department, held prior to being awarded the straight day shift.

Discontinuance of jobs on the weekend shift

In the event an employee becomes surplus from a weekend shift job:

- Zone Technicians will bump a junior employee on straight days in their current classification and sub-department or return on shift in their classification and sub-department, held prior to being awarded the weekend shift.
- Work Group I employees ~~will~~ bump a junior employee ~~or~~ straight days in their current classification, plant-wide or ~~will~~ return on shift to their previous classification and sub-department, held prior to being awarded the weekend shift.

ARTICLE 12 OVERTIME AND PREMIUM PAY PROVISIONS

12.1 The Company will attempt to give at least 24 hours' notice of weekend overtime requirements. However, situations such as machine breakdowns, shortages of parts, shortages of materials, customer requirements, or other emergencies, etc., may result in less than 24 hours' notice being given.

12.2 An employee required to work more than the normal eight hours per day (day under this Article 12.2 means the 24-hour period from commencement of the shift) shall be paid at the **rate** of time-and-one-half for hours worked in excess of eight in a day. Time-and-one-half shall also be paid for work performed on Saturdays and for hours worked beyond 40 hours in a week.

12.3 Employees will be paid double time for hours worked on Sundays or paid holidays.

12.4 Premium payments under this Agreement shall not be duplicated or pyramided for the same hours worked.

ARTICLE 13 OVERTIME EQUALIZATION

13.1 Insofar ~~as~~ is practicable and sensible, the Company intends to give to seniority employees in a classification on a shift a relatively equal opportunity to work overtime when it is required.

13.2 Under normal circumstances, the following procedure will be followed to give in work workers the opportunity for in-week and weekend overtime:

- (a) Employees will first be asked by their classification, in their sub department, on their shift

- (b) If insufficient employees are available, employees will then be asked by their classification, in their department, on their shift
- (c) If insufficient employees are available, employees will then be asked by their classification, in other sub-departments, on their shift
- (d) If insufficient employees are available, employees will then be asked by their classification, in their sub-department, on other shifts
- (e) If insufficient employees are available, employees will then be asked by their classification, in their department, on other shifts
- (f) If insufficient employees are available, employees will then be asked by their classification, in other departments, on other shifts
- (g) If insufficient employees are available, the Company may then assign junior employees, in the classification, in the department to work up to 8 hours a week.

13.3 Under normal circumstances, the following procedure will be followed to give weekend workers the opportunity for in-week overtime:

- (a) Employees will first be asked by their classification in their sub-department
- (b) If insufficient employees are available, employees will then be asked by their classification in their department
- (c) If insufficient employees are available, the Company may then assign junior employees, in the classification, in the department to one in-week shift.

13.4 When weekend overtime is scheduled, crews can be required to change shifts for the overtime to facilitate equal opportunity to work overtime.

13.5 The Company is not obligated to schedule employees for any overtime unless they are capable of performing the duties that are required.

13.6 The normal overtime procedures do not apply to emergency overtime requirements. The procedures outlined in Articles 13.2 and 13.3 will be followed when it is practical to do so.

13.7 The Company will continue the present practice of giving as much overtime notice as practical. Employees shall not be charged for overtime hours not worked when there has been less than four hours' notice for daily overtime or 24 hours' notice for weekend overtime.

13.8 If employees are missed for an overtime opportunity, after the proper procedure is followed by the employees, they will be offered double opportunity hours (to be worked at the employee's convenience). No other employee will have to miss an overtime opportunity due to the "missed employee's double opportunity.

13.9 If employees are absent for their scheduled overtime shift, they will be charged double overtime hours.

13.10 The Company shall consider personal reasons for an employee declining to work overtime, but the Company has the right to require an employee to work up to eight hours of overtime per week. Overtime in excess of eight hours per week or on Sunday will be voluntary.

13.11 During the months of June, July, August and September, mandatory overtime shall not be scheduled for consecutive weekends. These non-mandatory weekends shall be scheduled so that they coincide with holiday weekends whenever possible.

13.12 In the case of the Plant Chairperson, overtime opportunity shall be offered on the basis of the classification held prior to becoming Plant Chairperson. When weekend overtime is required and the Plant Chairperson and/or the Zone Committeepersons are not scheduled to work, the Plant Chairperson may designate alternate Committeepersons from those employees scheduled to work.

13.13 The following procedure is to be followed when recording overtime Opportunity hours:

- (a) All overtime opportunity hours will be charged at premium value.
- (b) Any overtime hours offered and/or worked will be charged.
- (c) Employees absent for any reason when they could have been offered overtime hours or who are incapable of performing the duties which are required on overtime, will be charged for the hours which could have been offered, up to a maximum of 12 hours per week.
- (d) New employees and employees transferred to another sub department and/or Classification shall be charged with the

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average overtime opportunity hours of the employees in the new classification and/or sub department to which they are transferred.

- (e) When employees switch shifts, they will carry their overtime equalization hours with them.
- (f) Updated overtime opportunity hours will be posted by department at least once per week and will show the employee's name, clockcard number, and classification.
- (g) Employees will not be charged more than 12 hours overtime offered, but not worked, on a weekend prior to the starting of their vacation.

13.14 Revisions can be made to the overtime procedure providing there is no conflict with the intent of the overtime equalization provisions and the Negotiating Committee is informed of the changes.

ARTICLE 14

GENERAL WAGE PROVISIONS

14.1 Wage Scale

The rates for the classifications covered by this Agreement are set out in Appendix "A."

14.2 If a new Job Classification is created, the wage rate shall not be less than the minimum wage rate in effect or more than the maximum wage rate in effect. The Union shall be advised of the new Job Classification and the wage rate for it.

14.3 If the Union does not agree with the wage rate, following a fair trial period of three months, the Company will, upon request, meet with the Bargaining Committee to negotiate a wage rate for that job. Should the parties fail to agree, the matter may be submitted to arbitration under Article 7.

14.4 In setting the wage rate for the new job classification, an arbitrator may only select one of the wage rates from Appendix "A."

14.5 New Employee Rates

The starting rate for new employees and the rate for the first 60 days worked shall be 80% of the regular rate for the classification in which they are employed in Work Groups 1, 2, and 3a. The starting rate for new employees in Work Group 3 and the rate for the first 60 days worked shall be 90% of the regular rate for the classification in which they are employed. Upon completion of the

first 60 days worked, employees in Work Group 3 only shall receive a lump sum payment by separate cheque equal to 50% of the difference between the regular rate and the new employee rate.

14.6 ~~Shift~~ Premiums

An Employee working the afternoon or second shift or the night shift or third shift shall receive a premium of \$0.75 per hour.

14.7 No premium shall be paid on a day shift or **for** overtime worked before or after the day or first shift.

14.8 Shift premiums shall not be included in calculating overtime or incentive pay.

14.9 Shift premiums shall apply to afternoon or second shift or night or third shift worked on Saturdays, Sundays and Holidays, as well as overtime worked before or after the afternoon or second shift or the night or third shift.

14.10 Mileage Payment

Employees who drive their own car on Company business shall be paid in accordance with Company policy.

14.11 Progression – Quality Assurance Technician, Zone Technician, Zone Operator and Maintenance Equipment Technicians

The following guidelines will be used when advancing Zone Operators and Maintenance Equipment Technicians from Step 1 to Step 2 and Quality Assurance Technicians, or Zone Technicians from Step 1 to Step 3:

- (a) An employee who has performed the required duties while in Step 1 or 2, for 12 months, shall be advanced to the next step upon completion of each 12 month cycle.

OR

- (b) An employee who has successfully demonstrated the skill and knowledge level required may at the sole discretion of the Company, be promoted to any higher step, after discussion with the Union.

14.12 The following guidelines shall be used when Quality Assurance Technicians or Zone Technicians are advanced from Step 3 to Step 4:

- (a) Upon completion of 12 months at Step 3, employees who have demonstrated the capability of satisfactorily

performing the required duties on a variety of jobs shall be advanced to Step 4. When an employee has not demonstrated the necessary capability for advancement to Step 4, the circumstances shall be discussed with the Union and the employee shall be advised of the required improvement. Thereafter, the employee's progress shall be reviewed at least every six months with the objective of advancing the employee to Step 4 after the necessary improvements have been demonstrated;

OR

- (b) **An** employee with less than 12 months at Step 3 who has demonstrated the capability of satisfactorily performing the required duties may, at the sole discretion of the Company, be advanced to Step 4, after discussions with the Union.

14.13 In Work Group 1, reclassification as Zone Operator can take place following discussion and agreement with the Negotiation Committee.

ARTICLE 15

WAGE APPLICATION PROVISIONS

15.1 Reporting Pay

Employees reporting for work on instruction of the Company, but for whom no work at their regular job is available, shall be offered work in another classification at the prevailing rate for such classification, or shall be paid for four hours' time at the rate they would have received if they had actually worked. This provision shall not apply when the lack of **work** is due to a labour dispute within the Company's plant, fire, flood, or other cause beyond the control of the Company; or if the employee has failed to keep the Company, informed of their current address and phone number where they might be contacted.

15.2 Emergency Call-In

A minimum of four hours' pay at the applicable rate will be paid to an employee called in to do emergency work. The employees called in for emergency work will report to the supervisor in charge when they complete their assignments. If the supervisor has no other emergency work, the employee will punch out.

15.3 Paid Rest Periods

The Company shall provide a 10 minute rest period for each half of the regular shift, with a designated time to be mutually agreed upon. When employees are required to work a minimum of two

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hours' overtime, they will be entitled to a 10 minute break. There will be a 10 minute break prior to working any overtime following a shift.

15.4 Lunch Period

An unpaid lunch break of 30 minutes shall be provided during the regular shift. Employees in departments scheduled for three shifts will have a 20-minute paid lunch period. Employees working an eight hour weekend overtime shift will receive a 20 minute paid lunch period.

15.5 Wash-Up Time

Employees may take five minutes at the end of the shift for washing up, provided that no more than five minutes are taken to wash up.

15.6 Jury Duty

Employees called for jury duty or subpoenaed by the Crown to appear **as** a witness shall be reimbursed by the Company for the difference between jury fee or crown witness fee and their regular straight time base hourly rate, excluding off-shift and overtime premiums, for the time the employee is necessarily required to be absent from the normal work week.

15.7 Bereavement Leave

Employees with seniority will be granted five days leave of absence from the normal work week **as** required at their regular straight time hourly base rate, excluding off-shift and overtime premiums, in the event of death or bereavement involving the employee's spouse, children **or** step-children, and three days in the event of death or bereavement involving the employee's parents, step-parents, parents-in-law, grandchildren, brothers, sisters, and grandparents. In the case of grandparents-in-law, brothers-in-law, and sisters-in-law, the employee will be granted a leave of absence for the day of the funeral.

15.8 Injured On The Job

When employees are injured in the plant and the examining physician orders them not to work, they shall be paid at their appropriate rate of pay for the remainder of the shift on which they were injured. When the examining physician states injured employees are able to return to work on the same shift, the employees shall be paid their appropriate rate of pay for the time lost **as** a result of the injury. The Company shall also pay for any transportation required.

ARTICLE 16

HOLIDAY PAY PLAN

16.1 The Company will pay eligible employees eight hours' pay at their regular straight time base hourly rate, excluding off-shift and overtime premiums, for the following holidays:

First Year

| | |
|------------------|-------------------------|
| Good Friday | 14 April |
| Easter Monday | 17 April |
| Victoria Day | 22 May |
| Canada Day | 30 June |
| Civic Holiday | 7 August |
| Labour Day | 4 September |
| Thanksgiving Day | 9 October |
| Christmas Period | 25 December |
| | 26 December |
| | 27 December |
| | 28 December |
| | 29 December |
| | 1 January |
| 3 PPH | To be scheduled in 2006 |

Second Year

| | |
|------------------|-------------------------|
| Good Friday | 6 April |
| Easter Monday | 9 April |
| Victoria Day | 21 May |
| Canada Day | 29 June |
| Civic Holiday | 6 August |
| Labour Day | 3 September |
| Thanksgiving Day | 8 October |
| Christmas Period | 24 December |
| | 25 December |
| | 26 December |
| | 27 December |
| | 28 December |
| | 31 December |
| | 1 January |
| 3 PPH | To be scheduled in 2007 |

Third Year

| | |
|---------------|----------|
| Good Friday | 21 March |
| Easter Monday | 24 March |
| Victoria Day | 19 May |
| Canada Day | 28 June |

| | |
|------------------|-------------------------|
| Civic Holiday | 4 August |
| Labour Day | 1 September |
| Thanksgiving Day | 13 October |
| Christmas Period | 24 December |
| | 25 December |
| | 26 December |
| | 29 December |
| | 30 December |
| | 31 December |
| | 1 January |
| | 2 January |
| 3 PPH | To be scheduled in 2008 |

16.2 New employees will be eligible for paid holidays when they have completed 45 of the 60 working day probation period.

16.3 To be eligible for holiday pay, employees must work the last scheduled work day before the holiday and the next scheduled work day after the holiday, unless the employee receives advance permission to be absent on these days. An employee **who** is otherwise qualified for holiday pay, but is late by up to two hours on a qualifying day, shall receive the holiday pay. An employee who is more than two **hours** late on a qualifying day may, at the sole discretion of the Company, receive holiday pay. An employee will lose a maximum of **two** days holiday pay during the Christmas Holiday Period if the employee does not meet these eligibility requirements.

16.4 Employees with seniority who have been laid **off** in a reduction of workforce or who have gone on an authorized sick leave within 30 calendar days of the holiday will be eligible for holiday pay.

16.5 Employees who are on vacation on the day a holiday is observed shall receive another paid day **off** in lieu of the holiday.

ARTICLE 17

VACATIONS

17.1 Employees on the active payroll prior to July 1 in any year shall be entitled to vacation with pay in accordance with their length of continuous service.

17.2 Employees with less than one year's seniority on July 1 shall receive 4% of their gross earnings. Employees with one to five years' seniority will receive 4% of their **gross** earnings and **two** weeks' vacation. Employees with five to eleven years' seniority will receive 6% of their **gross** earnings and three weeks' vacation.

Employees with eleven to nineteen years' seniority will receive 8% of their gross earnings and four weeks' vacation. Employees with nineteen to thirty years' seniority will receive 10% of their gross earnings and five weeks' vacation. After thirty years of service, employees will receive 12% of their gross earnings and ~~six~~ weeks' vacation.

17.3 Providing an employee has worked more than 1,000 hours (including vacation days and holidays) during the vacation pay calculation year, the payment for each week of vacation shall not be less than the regular straight time hourly rate, excluding off-shift and overtime premiums, in effect at the end of the vacation pay calculation year, multiplied by 40.

17.4 Vacations are to be taken at the convenience of the Company, with preference given to senior employees. To expedite the fair and equitable distribution of vacation, the Company will distribute vacation forms between January 15 and February 15 of each year. Employees must complete and return these forms by March 15. The Company will schedule the vacation for those employees who fail to return their forms by March 15. The vacation schedule will be posted by April 30 each year. Once established, vacation dates may only be changed by:

- (a) mutual agreement;

OR

- (b) postponement due to the employee being off work and eligible to receive workers' compensation;

OR

- (c) postponement due to the employee being off work and eligible to receive weekly accident and sickness benefits from a claim established prior to the commencement of the scheduled vacation.

An employee cannot receive workers' compensation or weekly accident and sickness benefits ~~as well as~~ vacation pay for the same period, including any waiting period.

17.5 Employees entitled to more than two weeks' vacation may be required to take the weeks in excess of two at the convenience of the Company at a time that is before or after the two weeks scheduled by the employee.

17.6 Employees shall take their vacation as time off and no employee shall be allowed to receive pay in lieu of vacation except

when entitled to more than three weeks' vacation. In those cases, employees will be given the option of:

- (a) vacation pay for vacation beyond three weeks with time ~~off~~;

OR

- (b) vacation pay for vacation beyond three weeks without time ~~off~~.

ARTICLE 18

STRIKES AND WORK STOPPAGES

18.1 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, during the life of the Agreement there will be no strike, slowdown, or stoppage of work, either complete or partial, and there will be no lock-out. All Union Representatives have a special obligation to actively discourage any work stoppage.

18.2 The Company has the right to discharge or otherwise discipline employees who take part in or instigate any strike, work stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance.

18.3 The Union will not involve the Company in any dispute which may arise between any other employer and the employees of such other employer, and will not involve any employee of the Company in such a dispute when such involvement may in any way adversely affect the Company.

ARTICLE 19

HEALTH AND SAFETY

19.1 The Company will continue to make reasonable provisions for the safety and health of its employees during their working hours and will make such improvements or changes as the Company decides to implement.

19.2 The Company will continue its present program to protect and promote the safety and health of its employees. The Company will furnish reasonable protective clothing including caps, hairnets, devices, and equipment, where necessary. The wearing or using of safety items shall be mandatory. Safety items are in addition to the customary safe clothing which the Company expects employees to furnish and wear to meet the requirements of employees' normal **work** assignments.

19.3 The Company will subsidize the purchase of one pair of Company quality approved safety shoes per calendar year per employee in the amount of \$100.00 effective March 13, 2006, and \$105.00 effective March 13, 2007. This subsidy will be provided in January of each year. One pair of prescription safety glasses will be supplied not more than once per calendar year to employees who require prescription lenses. Probationary employees shall not receive a safety shoe subsidy until after completion of the probation period. If an employee does not complete the probation period, the employee may retain the prescription safety glasses upon reimbursement of the cost to the Company.

19.4 Safety equipment including safety glasses, safety helmets, ear protectors, raincoats, welding jackets, aprons, coats, boots, hats, gloves, etc., will be returned to the Company when the employee is laid off or leaves the Company.

19.5 An employee who has lost, damaged, or removed from the premises safety equipment will reimburse the Company for that equipment.

19.6 The Union Health and Safety Committee will consist of three appointed members who will be qualified and capable of conducting inspections. The Union's Health and Safety Chairperson will be on steady days, subject to the same rules as those for Committeeperson. The Health and Safety Chairperson will be paid the Zone Operator Step 2 rate or the employee's regular rate prior to their appointment to the Health and Safety Chairperson, whichever is higher.

19.7 There is a joint responsibility on the part of the employees and the Company for the maintenance of safety, health, cleanliness, and sanitary conditions and regulations. The Company has the responsibility of providing the cleaning and janitorial service, proper receptacles, tool racks, and other necessary safety and sanitary facilities for good health. Employees have the responsibility of keeping their lockers clean of waste, papers, and other refuse, keeping their equipment clean and orderly, and working with due regard for their own safety and the safety of others.

19.8 The Committee and the Company will co-operate to ensure employees observe all safety and health rules.

19.9 An Ergonomic Committee will be established. The Committee will have two members appointed by the Union and additional members appointed by the Company.

19.10 The Company will allow one minute of silence on April 28 of each year for the purpose of recognizing workers who died as a result of workplace accidents. The Company will choose and announce the time on April 28 for the recognition.

ARTICLE 20

TOOL REPLACEMENT

20.1 Maintenance employees or Zone Technicians who are required by the Company to have the standard tools of their classification shall receive an allowance of \$160.00 payable on March 1 of each year for additional tools and/or replacement of tools. Upon exhaustion of the \$160.00 (receipts to be provided), employees shall have tools replaced by the Company if they are broken or become worn-out in the performance of their work. The broken or worn out items must be turned into the Company for replacement. The procedure for inventory, replacement, and removal of such items from the plant shall be determined by the Company.

20.2 An inventory shall be taken of the tools owned by Maintenance employees and Zone Technicians. Standard tools, and suitable substitutes therefore, of an employee's trade will be listed for replacement, and separate notations shall be made of other tools.

20.3 Employees who desire to remove tools and/or their tool box or pouch from the plant will be required to have their tools and tool box or pouch checked by their Supervisor and then sealed. Employees will then be issued a package pass which must be presented to the Guard on duty when leaving the plant. When such items are brought into the plant, they will be checked in by the employee's Supervisor.

ARTICLE 21

SUBSTANCE ABUSE

21.1 Substance abuse is a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees toward rehabilitation.

21.2 The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counselling services or treatment and rehabilitation facilities.

21.3 The Company will provide the normal group insurance benefits while an employee is under a medically prescribed course of treatment.

21.4 A committee consisting of an equal number of Company and Union representatives will administer the substance abuse program. The Union Substance Abuse Representative will be provided with a reasonable period of time for assistance in the administration of the program.

ARTICLE 22

BULLETIN BOARDS

22.1 The Company will provide seven bulletin boards for exclusive use by the Union for posting notices that shall be approved by the Human Resources Department and restricted to the following:

- (a) notices of Union social affairs
- (b) notices of Union elections
- (c) notices of Union appointments
- (d) the results of Union elections
- (e) notices of Union meetings and activities.

22.2 There shall be no other distribution or posting by employees of pamphlets, advertising, political matter, notices, or any kind of literature upon Company property other than as specified in Article 22.1. Bulletin boards are not to be used for expressing viewpoints or opinions. The Plant Chairperson shall have access to the seven bulletin boards for the purpose of removing obsolete material or re-arranging notices.

ARTICLE 23

WORK BY SUPERVISORS

No supervisor shall perform work normally done by employees in the Bargaining Unit, except for the purpose of instruction, experimentation, inspection, or in an emergency.

ARTICLE 24

INVENTORY

The Company may select inventory staff of its choosing. Employees selected to take inventory will be paid their regular hourly rates.

ARTICLE 25 FUNCTION OF A LEAD HAND

Lead Hands are Work Group 1 employees designated by the Company and whose primary function is to lead the work of the group of employees of which they are a member. The Lead Hand's function is to assist others in the group maintain the scheduled flow of work, as well as to do production work or employee training assigned to the Lead Hand. The Lead Hand does not have disciplinary authority.

ARTICLE 26 SKILLED TRADES

26.1 Classification Seniority - Work Groups 3 and 3A

Classification seniority in the Skilled Trades will be determined by the date of entry into the particular classification or the hire date for a journeyman / woman hired directly into skilled trades. An employee hired into a skilled trades job will receive classification seniority upon completion of the probationary period. Apprentices shall commence to accumulate classification seniority upon successful completion of the apprenticeship training program and becoming qualified as a journeyman / woman, whereupon the qualified journeyman / woman will be given seniority credit for their time worked in the apprenticeship training program at the Company.

26.2 Skilled Trades Lay-off and Recall

Layoffs shall be handled as follows:

- (a) Probationary employees in the classification shall be laid off first, except where apprentices and senior employees in the classification do not have the qualifications, skills, and capabilities required to perform the work which needs to be done.
- (b) Apprentices shall be laid off second.
- (c) Journeymen / women shall be the next to be laid off in order of classification seniority, provided the employees to be retained in the classification have the qualifications, skills, and capabilities required to perform the work which needs to be done.
- (d) Skilled Trades employees displaced from their job classifications may use their plant-wide seniority to displace junior employees in lower paid job classifications in accordance with Article 9.

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- (e) Employees to be retained on the basis of seniority must have the ability to do the work within a reasonable period of time, which will be five working days under normal supervision, so long as it does not curtail production standards. In **Work** Groups 3 and 3A, the trial period *can* be up to ten working days, providing the necessary work is being carried out by the employee.
- (f) After the trial period, an employee who has tried a different job and **is** not capable of performing it satisfactorily shall then be laid off, and no employee then assigned to such work shall have any claim to retroactive pay for such period. Employees who elect to apply their seniority must do so prior to their lay-off.
- (g) Committeepersons shall have top seniority within their skilled trades classification in case of a reduction of the workforce if they are capable of handling the jobs available.
- (h) The Plant Chairperson shall have the top classification seniority, provided the chairperson is a journeyman / woman and is capable of handling the jobs available.
- (i) If a senior skilled trades employee is subject to layoff under the application of this Article or Article 9, the Company will, upon request, discuss the matter with the Union for the purpose of endeavouring to resolve the issue.
- (j) The provisions of Articles 9.10, 9.11, and 9.13 shall apply to classification seniority in the skilled trades.

26.3 When the number of employees in a skilled trades Classification is to be increased, employees with seniority in the skilled trades will be recalled to their classification in the reverse order of layoff from that classification provided they have the qualifications, skills, and capabilities to perform the work which needs to be done. Probationary employees may be recalled to the classification without posting the vacancy. Articles 9.12 and 9.14 will also apply to the recall of any skilled tradespersons and apprentices in Work Groups 3 and 3A.

26.4 Apprentices

If an apprentice is required to work overtime, that apprentice shall receive credit on the term of the apprenticeship for the actual hours of work, up to a maximum of 100 overtime hours per year.

26.5 Progression To Skilled Trades

The following guidelines will be used when advancing:

Accuride Canada Inc. - Collective Agreement 2006-2009

- (a) Maintenance Mechanic from Step 1 to Step 4 **and** to Machine Repair - Qualified,

OR

- (b) Electrical Maintenance from Step 1 to Step 4 and to Electrician,

OR

- (c) Maintenance Machinist from Step 1 to Step 4 and to Tool and Die, Maintenance and Repair.

1. The Apprenticeship Committee will assess if the apprentice has successfully served and completed all apprenticeship obligations in a skilled trade recognized by the Ontario Ministry of Training, Colleges and Universities and which is relevant to the machinery maintenance needs in our plant operation to be classified as qualified. as per (a), (b), or (c) above.
2. An apprentice shall advance to the next step based on completion of the required work related hours for each step as defined by Ministry of Training, Colleges and Universities.
3. When an employee has not demonstrated the necessary capability for advancement to the next step, the circumstances shall be discussed with the Union and the employee shall be advised of the required improvement.

26.6 There will be a Joint Apprenticeship Committee. This Committee shall be composed of four Company representatives and three Union representatives. The Committee will have **two** co chairs, one a Company representative and one a Union representative. The Union representatives shall be journeypersons from the plant who have successfully completed an apprenticeship program. The Training Coordinator will be one of the Company representatives. The Company **will** not appoint Managers to the Committee. Union representatives will be paid their regular rate for time spent working on official business of the Joint Apprenticeship Committee for the hours they would otherwise have worked in the plant.

26.7 The Company will reimburse apprentices the cost of writing the exam of qualification for the trade in which they served their apprenticeship, provided they pass the exam. The Company

will develop a presentation plaque for apprentices that have graduated from the apprenticeship program.

26.8 Apprentices who after a reasonable opportunity fail to satisfy the duties of an apprentice or, once the apprenticeship has been served, fail to obtain a Certificate of Qualification in the trade within six months of the completion of the required apprenticeship period may be removed from the apprenticeship program.

26.9 An employee discharged from an apprenticeship program or who fails to achieve an Ontario Certificate of Qualification in the prescribed trade or an employee or applicant with a current Ontario Certificate of Qualification to any of the recognized in house trades is ineligible to apply for another trade apprenticeship program with the Company.

26.10 Sub-Contracting

It is the Company's policy to utilize its seniority employees in the skilled trades in the performance of maintenance and trades work. It is the Company's policy, where practicable, to have advance discussion with the Union and/or skilled trades representative, as may be applicable, prior to the contracting out of maintenance and trades work. In this discussion, the Company is expected to review its plans for entering into a particular contract. The Union and/or skilled trades representative will be advised of the nature, scope, and approximate dates of the work to be performed and the reasons why the Company is contemplating contracting out the work. At such times, Company representatives are expected to afford the Union an opportunity to comment on the Company's plans and to give appropriate weight to those comments in the light of the attendant circumstances.

Prior to a reduction in the Skilled Trades Journeypersons group, the Company will have an advanced discussion with the Union relative to the current outsourcing situation and the preservation of our Core Competencies in the Maintenance area.

26.11 The following areas of Maintenance are recognized as sub departments, for the purposes of overtime equalization and preferred shifts:

- Paintline
- Lift Truck Repair
- General Machine Repair
- Powerhouse

If there is a need to surplus skilled trade employees from any Maintenance area or if a vacancy occurs in one of the above sub

departments or if a new position is created, the most senior machine repair qualified or electrician will be given the opportunity to fill the vacancy prior to posting the vacancy on a plantwide basis. Discussions will take place in regards to any special skills/licenses that are required for those positions and whether or not it is practical to allow the most senior employee to fill the vacancy.

26.12 New employees in the Skilled Trades Journeypersons group will meet with the Skilled Trades representatives during their orientation.

26.13 The Company will pay the cost of the Tradespersons' licence and certification renewals.

ARTICLE 27 WEEKEND WORKER

27.1 Employees *can* be scheduled to work two 12 hour shifts on Saturday and Sunday. These employees shall have first option on weekend overtime work.

27.2 Premium pay ~~as~~ per the Collective Agreement shall apply.

27.3 Night shift premium shall apply to the 11:00 p.m. ~~to~~ 11:00 a.m. shift. Afternoon shift premium shall apply to the 11:00 a.m. shift to 11:00 p.m. shift.

27.4 The Union may appoint:

- (a) one alternate Health and Safety Representative for each weekend shift.
- (b) one offshift Committeeperson for each regular weekend shift; (this does not apply to overtime shifts worked on the weekend).

27.5 In-week overtime shall be handled ~~as~~ follows:

- (a) partial shifts will be staffed with in-week workers.
- (b) full shifts can be staffed with weekend workers ~~as~~ follows:
 - (i) Volunteers within the department and classification will be considered first, providing they have been off work a minimum of 12 hours.
 - (ii) If there are insufficient, available volunteers, the most junior employees within the department and classification can be scheduled to work providing:

A. there is a minimum of 12 hours' notice.

B. no more than one in-week shift can be required; any additional time worked shall be voluntary.

- (iii) Any work in excess of ~~two~~ in-week shifts shall be paid at the time and one half premium, providing 40 hours have been worked, including the previous Saturday and Sunday.

27.6 Regarding benefits, the five day waiting period for A & S shall be a Saturday and a Sunday. The benefit level shall be one half of the regular weekly benefit for each Saturday or Sunday away from work due to illness.

In case of accident, out-patient surgery, or hospitalization, employees will be eligible for one half of the regular weekly benefit.

Short Work Week Benefits will apply to the 24 hours worked for 40 hours of pay.

For bereavement leave, weekend workers will get Sunday off with their normal premium pay. Weekend workers will not receive paid jury duty leave or paid subpoenaed crown witness leave in week.

If an employee does not work 1,000 hours in a year solely because he works the weekend schedule, he will be treated as if he worked 1,000 hours in a year for pension credit purposes.

27.7 Statutory Holidays - The employees who qualify shall receive the holiday pay without additional time off.

27.8 With respect to vacations, one weekend (24 hours) equals one week of vacation.

27.9 Job Classifications - Employees on the weekend schedule shall be so categorized, i.e., Zone Operator - normally assigned to weekend, Lift Truck Operator - normally assigned to weekends, etc.

27.10 In-week and weekend workers may voluntarily switch schedules, providing the change is approved by both Supervisors.

27.11 Reporting Pay - The amount of reporting pay shall be six hours for weekend workers.

27.12 When two crews are involved, they will rotate shifts every two weeks. In the case of a single crew, the normal shift shall be the 11:00 a.m. to 11:00 p.m. shift.

27.13 Probation Period - Each 24 hour weekend worked shall be considered as five days worked. Shifts, if any, beyond 40 hours in one week shall be considered as additional days worked.

27.14 The pay period will end Sunday at 11:00 p.m. Payment of wages will be by direct deposit to the bank account designated by the employee.

27.15 Breaks and lunch periods - The approximate times shall be:

- (a) 1:00 a.m./p.m. 10 minutes
- (b) 3:00 a.m./p.m. 10 minutes
- (c) 5:00 a.m./p.m. 25 minutes
- (d) 7:00 a.m./p.m. 10 minutes
- (e) 9:00 a.m./p.m. 10 minutes

There will be no end of shift wash-up time.

27.16 To maintain a co-operative approach in resolving problems which may arise, the weekend worker Committeeperson will be allowed to attend a regular Union-Management meeting once per month. The weekend off-shift Committeeperson shall be **paid** for the time of the meeting at regular pay to attend the meetings. Grievances and other Company/Union matters shall be handled with the regular Bargaining Committee.

27.17 If difficulties with the weekend work schedule arise which have not been considered, the parties will be flexible and attempt to find the best solution considering the practical realities for both employees and the Company's efficiency needs.

27.18 Full-time employment of weekend workers elsewhere will result in discharge.

ARTICLE 28 BENEFITS

28.1 The Company will provide the Following benefit programs:

(a) PENSION

The monthly benefit levels for employees retiring between March 13, 2006 and March 12, 2009 shall be as follows:

Non-Skilled Trades:

| Date of Retirement | Basic Pension (Per Year of Credited Service) | Supplemental Benefit (Per Year of Cred- ited Service - Maximum 30 Years) | Temporary Allowance (After 30 Years of Credited Service Only) |
|--|--|---|--|
| <u>March 13, 2006 – March 12, 2007</u> | <u>\$49.50</u> | <u>\$18.00</u> | <u>\$2,739.00</u> |
| <u>March 13, 2007 – March 12, 2008</u> | <u>\$50.50</u> | <u>\$18.00</u> | <u>\$2,794.00</u> |
| <u>March 13, 2008 – March 12, 2009</u> | <u>\$51.50</u> | <u>\$18.00</u> | <u>\$2,849.00</u> |

Skilled Trades:

| Date of Retirement | Basic Pension (Per Year of Credited Service) | Supplemental Benefit (Per Year of Cred- ited Service - Maximum 30 Years) | Temporary Allowance (After 30 Years of Credited Service Only) |
|--|--|---|--|
| <u>March 13, 2006 – March 12, 2007</u> | <u>\$52.00</u> | <u>\$18.00</u> | <u>\$2,883.00</u> |
| <u>March 13, 2007 – March 12, 2008</u> | <u>\$53.25</u> | <u>\$18.00</u> | <u>\$2,952.00</u> |
| <u>March 13, 2008 – March 12, 2009</u> | <u>\$54.50</u> | <u>\$18.00</u> | <u>\$3,021.00</u> |

The Temporary Allowance is a minimum monthly amount, payable after 30 years of Credited Service up to age 63 only, and includes the Basic Pension. From age 63 to age 65, an employee shall receive the Basic Pension and the Supplemental Benefit.

For all retirees and retirements before February 1, 2009, the Basic Pension and the Temporary Allowance (but not the Supplement) will be adjusted on the next following February 1 with the final adjustment on February 1, 2009 to reflect 90% of the increase in the Consumer Price Index in the prior calendar year. Such

adjustment cannot cause the benefit to exceed the benefit given to active employees.

An employee who has attained age 55 and has completed 30 years of Combined Service during the period between May 1, 2006 and March 13, 2007 and who elects to retire will receive an unreduced Basic Pension (payable for life and guaranteed for 5 years), the Supplementary Benefit (payable from age 63 to age 65) and the Temporary Allowance (payable to age 63 **only**). An employee must elect to retire within three months of having attained age 55 and completed 30 years of Combined Service in order to qualify for this benefit. An employee who attained age 55 and completed 30 years of Combined Service on or before May 1, 2006 was offered a one-time opportunity to elect to retire under this Special Retirement provision. The Special Retirement benefit will be renewed each March 13th for the lifetime of this collective agreement, ending on March 12, 2009.

If an employee is over 55 and 10 years of Credited Service, but is not eligible for an unreduced pension as provided herein, the Basic Pension and Supplement reduced by 4/10% per month below age 65. Temporary Allowance not available is less than 30 years of Credited Service. Membership in the Plan is 2 years of service for employees hired on and after January 21, 1988 and benefits earned on and after January 1, 1987 will be fully vested after 2 years of Plan membership.

Disability Pension if totally and permanently disabled after 10 years of Credited Service and sum of age plus Credited Service at least 55.

An Advisory Committee will be established and will be composed of one representative from the Company and one representative from the Union.

(b) LIFE INSURANCE

| | |
|---------------------------------|--------------------|
| <u>Effective March 13, 2006</u> | <u>\$37,000.00</u> |
| <u>Effective March 13, 2007</u> | <u>\$38,000.00</u> |
| <u>Effective March 13, 2008</u> | <u>\$39,000.00</u> |

(c) ACCIDENTAL DEATH AND DISMEMBERMENT

| | |
|---------------------------------|--------------------|
| <u>Effective March 13, 2006</u> | <u>\$37,000.00</u> |
| <u>Effective March 13, 2007</u> | <u>\$38,000.00</u> |
| <u>Effective March 13, 2008</u> | <u>\$39,000.00</u> |

(d) ACCIDENT AND SICKNESS INDEMNITY

Effective the first of the month following six months (three months for Skilled Trades) of employment, 66-2/3% of the employee's basic hourly rate or the E.I. benefit level, whichever is higher.

From: 1st day accident

From: 1st day out-patient surgery

From: 1st day hospitalized

From: 6th day sickness

for up to 52 weeks.

Female employees on maternity leave of absence **will** be provided with eight weeks of sickness and accident benefits at the birth of their child.

The entire rebate of the E.I. premiums will revert to the Company.

If an employee with a valid claim has not received a cheque from the Workers' Compensation Board within three weeks and the delay is not due to the employee's failure to supply information in a timely fashion, the employee *can* apply for A & S and **sign** a waiver form and an authorization for wage deductions. The employee **will** receive interim payments through the A & S Program.

In some cases, the funds advanced through the A & S Program may not be recoverable from W.C.B. and the money *can* be collected from the employee through payroll deduction without further authorization.

Upon request of the Plant Chairperson, other situations may be reviewed and the Company may agree to treat those situations in a **similar** fashion.

(e) ONTARIO HEALTH INSURANCE PLAN

The monthly premiums shall be paid by the Company from the first of the month following six months (three months for Skilled Trades) of employment.

Monthly premiums paid during the first six months (three months ~~for~~ Skilled Trades) of employment will be deducted from employees' pay.

(f) SEMI-PRIVATE HOSPITAL

This benefit will be effective the first *of* the month following six months (three months for Skilled Trades) of employment.

(g) EXTENDED HEALTH CARE PLAN

Effective the first of the month following six months (three months

for Skilled Trades) of employment:

Prescription Drugs - Deductible \$2.00 per prescription.

\$10.00 Deductible for other benefits which include prescription eyeglasses, \$205.00 maximum effective March 13, 2006; \$210.00 maximum effective March 13, 2007 and \$215.00 maximum effective March 13, 2008, and prescription hearing **aids**, \$675.00 lifetime maximum.

Paramedical expenses, including chiropractic and massage, are pooled and capped at \$625.00/year for service or \$850.00/year for combined services.

The first day out patient surgery coverage applies only when out patient surgery (including minor surgery) is performed in a hospital, doctor's or dentist's office, or clinic by a qualified physician, providing the employee has written authorization from the physician.

Deluxe Out-of-Province Travel Insurance.

(h) RETIREE MAJOR MEDICAL CARE PROGRAM

This benefit will extend through the period of March 13, 2006 to March 12, 2009. The benefit eligibility period will end on March 12, 2009 **unless** the Company agrees to renew the eligibility period.

Health Care Facilities (as per the provisions of the Plan).

Ambulance Services (as per the provisions of the Plan).

Medical Supplies and Services (as per the provisions of the Plan).

Professional Services (as per the provisions of the Plan), with the exception of the provisions related to private duty nursing and outside of province physicians services and medical expenses which shall not be a part of this program.

(i) SUPPLEMENTAL UNEMPLOYMENT BENEFITS AND SEPARATION

- (a) Up to 80% of regular straight time earnings for layoff.
- (b) Short work week benefit of 50% of an employee's normal hourly rate.
- (c) Upon agreement of the parties, the short work week benefits can be suspended to facilitate the use of government programs such as work sharing and so forth.

(j) DENTAL PLAN

Effective the first of the month following 12 months of employment, the Company will supply the benefits equivalent to Green Shield Dental Plan # 13 based on:

Effective: January 1, 2006 – 2005 ODA

Orthodontic Coverage at 50% of eligible expenses with a \$2,200.00 life time maximum per covered person. The coverage to be equivalent to Green Shield Plan # 14, "Orthodontic Services".

The following procedure codes are covered:

CROWNS

27100 27110 27200 27210 27300 27310

BRIDGES

65200 65300 65400 65500 67110 67200 67210 67400 67410

BRIDGE REPAIR

66100 66200 66300 66400 66500

at 50% of eligible expenses with a \$2,200.00 life-time maximum per covered person.

Pit and Fissure Sealants on permanent teeth will be covered for dependent children up to and including age 14.

Mouth Guards.

Nine month check-ups.

The Dental Codes reflect those of the Ontario Dental Association. If codes change under the Canada Dental Coding System, the insured procedures themselves will not change.

(k) COMMON-LAW-SPOUSE

One year eligibility for all benefits and pension.

28.2 The Company will pay the premium costs of:

- a) O.H.I.P.
- b) Life and A.D. & D. Insurance
- c) Extended Health Care
- d) Semi-Private Hospital
- e) Dental Plan

for employees covered by these Plans who are off work under the following conditions:

- (a) off work and eligible to receive weekly accident and sickness benefits. When the accident and sickness benefits are exhausted, life insurance only shall be continued while the employee is totally disabled from employment up to the lesser of the length of the employee's service or three years;

OR

- (b) in case of layoff, for the month following the month of layoff and subsequently as per the S.U.B. Agreement;

OR

- (c) off work and receiving workers' compensation benefits for a period of 52 weeks.

28.3 Legal Services Plan

The Company will contribute \$.08 for each hour paid, whether worked or unworked, toward the establishment of a Legal Services Plan. The plan will be part of the existing C.A.W. Legal Services Plan in effect with G.M., Ford and Chrysler.

28.4 The Company will provide one benefit booklet to each employee.

ARTICLE 29 EDUCATION FUND

29.1 The Company will pay into a special fund \$ 0.03 for each compensated hour for the purpose of providing paid education leave. This paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions.

29.2 The money will be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., and sent by the Company to:

C.A.W., Canadian Paid Education Leave Program,
Administrative Office,
P.O. Box 897, PORT ELGIN, Ontario
NOH 2CO

29.3 Members of the bargaining unit, selected by the Union to

Accuride Canada Inc. - Collective Agreement 2006-2009

attend such courses, will be granted a leave of absence without pay for 20 days of class time, plus travel time where necessary. This leave of absence may be taken on **an** intermittent basis over a 12 month period from the first day of leave. Employees on an education leave will continue to accrue seniority and benefits during the leave.

29.4 This Program, including the funding, will cease on March 12, 2009 unless **the** Company agrees to continue the Program. Before making this determination, the Company and Union will jointly review the progress and results of the Program with the National Union, C.A.W., **six** months prior to expiration of this Agreement, and evaluate such progress and results in **an** objective manner.

ARTICLE 30

TERMINATION

This Agreement shall remain in full force and effect **as** of March 12, 2009. On **and** after March 12, 2009, this Agreement shall remain in full force and effect unless requests for changes, modifications, or cancellation are made by either party not more than 90 days nor less than 60 days prior to that anniversary date or a subsequent anniversary date.

IN WITNESS WHEREOF, the Parties have affixed their signatures below, this day of March 11, 2006.

ACCURIDE CANADA INC.

Bruno Couteille
Ron H. Steinback
Jennifer King
Bill Graham

CAW – TCA (CANADA)
CANADIAN AUTO WORKERS
LOCAL 27, UNIT NO. 17

Fergo Berto
Tim Carrie
Jim Brown
Pat Murphy
Jim Skellett
Glen Ross
John Poel

Mr. Jim Skellett
Plant Chairperson
Caw, Local 27, Unit 17

Dear Mr. Skellett:

Any absence due to a legitimate Workers' Compensation Claim or a single episode of absence due to a legitimate Accident and Sickness Claim shall not be sufficient **grounds** for the separation of an employee under warning of non-disciplinary separation due to poor attendance.

Yours very truly

ACCURIDE CANADA INC.

Bruno Couteille
Human Resources Manager

Mr. Jim Skellett
Plant Chairperson
CAW, Local 27, Unit 17

Dear Mr. Skellett:

The Company, its employees and the Union agree that they abide by the terms of the **mutually** agreed **to** Anti Harassment Policy as signed by the Union and Company.

Yours very truly,

ACCURIDE CANADA INC.

Bruno Couteille
Human Resources Manager

Mr. Jim Skellett
Plant Chairperson
CAW Local 27 Unit 17

Dear Mr. Skellett:

It is the intention of the Company to improve and formalize the communication between the Union and the Company with regards with plans to sub contract maintenance and trades work.

To that effect, the Company will organize weekly review meetings involving representatives from Maintenance, Engineering, Planning and the Skilled Trades Representative. The purpose of this meeting is to review and discuss plans to sub contract trades and maintenance work, in accordance with Article 26.9. It is understood that an agenda for each meeting will be developed by the Planners and reviewed by all involved to provide an opportunity for meaningful input. It is understood that issues such as cost effectiveness, practicality, skill sets and overall efficiency of the operations will be discussed during that meeting to assess possible alternatives.

Yours very truly,

ACCURIDE CANADA INC.

Bruno Couteille
Human Resources Manager

Mr. Jim Skellett
Plant Chairperson
CAW Local 27 Unit 17

Dear Mr. Skellett:

The Company will coordinate direct deposit of Accident and Sickness Benefit payments for employees upon mutual agreement between the Union and the Company for each individual case.

Yours very truly,

ACCURIDE CANADA INC.

Bruno Couteille
Human Resources Manager

MAXIMUM RATES AND CLASSIFICATION TABLE
Accuride Canada Inc. - Appendix "A"

| Maximum Rates and Classification Table 2006 to 2009 | | | | | | |
|---|-------------------------------|--------|-----------------------------|--------|-----------------------------|--------|
| Work Group/ Classification | Effective December 1, 2006 | | Effective March 15, 2007 | | Effective March 14, 2008 | |
| Work Group 1 | | | | | | |
| Lift Truck Operator | Hire | Base | Hire | Base | Hire | Base |
| Crane Operator | 19.38 | 24.22 | 19.78 | 24.72 | 20.18 | 25.22 |
| Stockroom Attendant | | | | | | |
| Building Maintenance* | 19.30 | 24.12 | 19.70 | 24.62 | 20.10 | 25.12 |
| * Lead Hand Differential .25/HR | | | | | | |
| Stockroom Inventory Controller | 19.58 | 24.38 | 19.98 | 24.88 | 20.38 | 25.38 |
| Scrap Controller | 19.58 | 24.48 | 19.98 | 24.98 | 20.38 | 25.48 |
| Quality Assurance Technician | Hire | Step 1 | Step 2 | Step 3 | Step 4 | Step 1 |
| Zone Operator | 19.70 | 24.63 | 24.78 | 24.93 | 25.33 | Step 2 |
| | 19.58 | 24.48 | | | | Step 3 |
| | | | Hire | Step 1 | Step 2 | Step 4 |
| | | | 20.10 | 25.13 | 25.28 | Step 3 |
| | | | 19.98 | 24.98 | 25.43 | Step 4 |
| | | | | | 25.83 | |
| | | | | | 20.50 | 25.93 |
| | | | | | 20.38 | 26.33 |

MAXIMUM RATES AND CLASSIFICATION TABLE **Accuride Canada Inc. - Appendix "A"**

Maximum Rates and Classification Table 2006 to 2009

| Work Group/ Classification | Effective March 13, 2006 | | | | | Effective March 13, 2007 | | | | | Effective March 13, 2008 | | | | |
|--|-----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------------------|-----------------|-----------------|-----------------|-----------------|-----------------------------|-----------------|-----------------|-----------------|-----------------|
| | Hire | Step 1 | Step 2 | Step 3 | Step 4 | Hire | Step 1 | Step 2 | Step 3 | Step 4 | Hire | Step 1 | Step 2 | Step 3 | Step 4 |
| Work Group 2 Maintenance Equipment Technician Zone Technician | 20.14 20.14 | 25.18 25.18 | 25.58 25.58 | 25.89 26.19 | 26.19 | 20.54 20.54 | 25.68 25.68 | 26.08 26.08 | 26.39 26.69 | 26.69 | 20.94 20.94 | 26.18 26.18 | 26.58 26.58 | 26.89 27.19 | 27.19 |
| Work Group 3 (Skilled Trades) Electrician Machine Repair Qualified Tool & Die, Maintenance Repair | Hire 26.55 | Hire 26.55 | Base 29.50 | Base 29.50 | Base 30.10 | Hire 27.09 | Hire 27.09 | Base 30.10 | Base 30.10 | Base 30.70 | Hire 27.63 | Hire 27.63 | Base 30.70 | Base 30.70 | Base 30.70 |
| Work Group 3A (Apprentice) Electrical Maintenance Maintenance Machinist Maintenance Mechanic | Hire 22.41 | Step 1 24.80 | Step 2 25.07 | Step 3 25.34 | Step 4 25.61 | Hire 22.95 | Step 1 25.30 | Step 2 25.57 | Step 3 25.84 | Step 4 26.11 | Hire 23.49 | Step 1 25.80 | Step 2 26.07 | Step 3 26.34 | Step 4 26.61 |