



**COLLECTIVE AGREEMENT**

**MAY 1, 2013  
TO  
APRIL 30, 2016**

**UNITED STEELWORKERS**

**on behalf of Local 4045**

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## **COLLECTIVE AGREEMENT**

Between:

**CAMBRIDGE BRASS, INC.**

(Hereinafter referred to as the "Company")

OF THE FIRST PART

And

**THE UNITED STEELWORKERS**

**on behalf of LOCAL 4045**

(Hereinafter referred to as the "Union")

OF THE SECOND PART

For and in consideration of the mutual benefits likely to be obtained by the way of continued harmonious relationship between the Company and its employees and the greater productive efficiency which should result therefrom, the parties hereto covenant and agree with the other as follows:

### **ARTICLE 1 UNION RECOGNITION**

**1.01** The Company recognizes the Union as the sole bargaining agency for the employees of the Company at Cambridge, Ontario, save and except foreman, persons above the rank of foreman, office staff, factory clerks, and technical personnel.

**1.02** Utilization of students to compensate for vacation schedules when no employees are on layoff. Notwithstanding any other provision of this Agreement, the parties agree that students entering the bargaining unit during university or college summer vacation periods and recent high school graduates who have made application to attend university or college may be transferred, assigned to specific tasks, promoted, demoted, suspended or terminated at the discretion of the Company, provided that no such student will be employed to perform bargaining unit work while employees with seniority are on layoff.

**1.03** In addition, at no time will a student displace an employee with seniority on the job, nor restrict any job posting under the job posting provision of this

agreement. Students working during school vacations shall be employees under this agreement.

**1.04** The Company agrees to pay students at \$2.00 less than the applicable wage rates as provided for in Article XIV of the Collective Agreement. The students will be required, as a condition of employment, to complete an employee's check-off card assigning to the Union through payroll deductions an amount of money equal to the monthly Union dues.

**1.05** The Company will follow the process below, in the hiring of summer students:

All job applications received from eligible students who are children of CB employees will be assigned a number. A lottery witnessed by a Union executive will be held to determine who will be offered a summer job. The Union will also be supplied with proof that the applicants are actually university or college students or have recently graduated from high school and made application to attend university or college. After eligible applicants who are children of CB employees are hired, remaining vacancies may be filled at the discretion of the Company. Starting sequences shall be in the sequence of the lottery draw subject to student availability. All students hired for this summer work will sign a letter stating that their last day of work will be the last Friday before Labor Day in September. Students may wish to leave before this date but no student will be allowed to remain past this date or be hired as a permanent employee within the calendar year.

## **ARTICLE 2 CHECK-OFF**

**2.01** The Company shall deduct from the pay of all employees eligible to be members of the Union, the amount of monthly dues as provided for in the Constitution of the United Steelworkers.

**2.02** All deductions shall be made weekly.

**2.03** All sums so deducted shall be remitted to the International Treasurer of the Union not later than the fifteen (15<sup>th</sup>) of the month following the month in which such deductions are made, and based upon the following:

- (a) A monthly printout listing the employee's name and amount of dues deducted.

- (b) Each printout will be reviewed for dues omissions and these will be deducted on the following pay.
- (c) Dues will be remitted to the U.S.W. on a monthly basis, deducted weekly from pay cheques.
- (d) The amount of dues prescribed by the Constitution of the United Steelworkers.

**2.04** The Company shall furnish to the Union the following records:

- (a) A list of all employees every month, showing their individual amounts, to be used for dues deduction purposes.
- (b) A list of new employees and rates of pay, and terminations, and any other necessary adjustments to be issued monthly.
- (c) Yearly, a list of all employees showing total individual dues deducted for income tax purposes.

**2.05** The Company agrees to show the total amount of Union Dues deducted from Employees during the calendar year on their T4 slips.

## **ARTICLE 3 HOURS OF WORK & OVERTIME**

### **3.01**

- (a) The regular hours of work shall be forty (40) hours per week and eight (8) hours per day, Monday to Friday, provided that this shall not constitute a guarantee of hours of work.
- (b) The shift hours shall be:

**Day Shift** – 6:50 a.m. to 3:20 p.m. with an unpaid half hour lunch break from 12:00 until 12:30 p.m.

**Afternoon Shift** – The Company agrees to a ten (10) hour afternoon shift from 3:20 p.m. to 1:50 a.m. Monday through Thursday with an unpaid half hour lunch break. Employees working this afternoon shift shall, provided they are otherwise entitled to a paid holiday be paid at their standard hourly rates for ten (10) hours not worked.

**Three Shift Operation** – When the plant or any part of it is operated on a three shift basis the regular hours of work in any area affected shall be:

Shift 1 – 6:50 a.m. to 2:50 p.m.

Shift 2 – 2:50 p.m. to 10:50 p.m.

Shift 3 – 10:50 p.m. to 6:50 a.m.

With a paid lunch period of twenty minutes during each shift.

- (c) Notwithstanding the foregoing, certain employees may be scheduled for off-standard hours in emergencies or where there is a reasonable operations need. The Company agrees to co-operate with the Union in administering this clause as follows:

There is agreement on certain off-standard hours as in the attached letter of agreement as of the date of signing. Additional jobs may be added to this list by mutual agreement. Where there is no agreement the matter may be referred to arbitration to determine whether there is a reasonable operations need.

- (d) When furnace melt capacity is down the Company may adopt either or both of the following options: The lunch break for the casting department shall be one (1) hour, and / or the start of the next shift in the casting department shall be delayed for one (1) hour.
- (e) Other shift times may be agreed in writing between the Company and the Union for an entire shift or department from time to time.
- (f) Lunch and coffee break times may be staggered for various foundry employees, maintenance employees and for machine shop employees on numerical control and new automatic machining centers to facilitate continuous operations. When two (2) or more employees are on the same job that requires floating, seniority will determine the regular lunch and coffee breaks. When only one (1) person holds the position that requires floating, that person will work through lunch and coffee break and take it immediately before or after the regularly scheduled time, provided it is the same sequence each day unless there is a week's notice. Additional jobs or work centers may be added in future after agreement with the union committee. Lunch breaks for employees on staggered breaks shall be within the time period commencing one half hour before and ending one hour after the normal lunch break.



**3.02** Overtime shall commence after the regular shift hours (eight (8) or ten (10) as the case may be) in any day Monday to Friday inclusive, or any hours worked on Saturdays, and shall be paid for at the overtime rate of one and one-half times the standard rate. Any hours worked on Sunday or on a paid holiday and any overtime hours worked in excess of four (4) hours on any shift shall be paid for at the rate of double (2x) the standard rate. All overtime hours worked in excess of ten (10) overtime hours per week shall be paid at two times (2x) the standard rate. Any hours worked on Sunday shall not be counted as part of the ten (10) hours required for qualification for double time. Work performed on Sunday as part of a shift commencing at or after 10:50 p.m. (8:50 p.m. for employee's working off standard hours Pg. 41) is not considered premium time.

**3.03** Any notice of overtime work necessary shall be given to the employees concerned before their noon hour lunch period where practical.

**3.04**

- (a) The Company will not be required to continue to give opportunities to employees who have refused overtime for three (3) consecutive opportunities unless the employee informs the Company of his desire to again be considered for overtime opportunities.
- (b) Opportunities for overtime work shall be distributed as equally as possible among those normally performing the work. The Company shall report overtime opportunities offered to each employee as hours paid (or which would have been paid if worked) and these shall be posted weekly in the department. If differences over fifteen (15) hours paid are identified, they will be corrected by future assignments at the first available opportunity and failure to do so will result in payment. If a difference over fifteen (15) hours paid develops during a period of four (4) consecutive weeks in which paid (or which would have been paid if worked) overtime hours are not posted for those affected, the difference in excess of fifteen (15) hours paid will be paid. A new employee shall only share in overtime from the time he started in the job title.

When additional employees are required, the Company will proceed to offer the overtime opportunity by seniority to qualified employees within the work area where the overtime is required. For the purposes of this paragraph, work areas shall be designated as: Foundry, Machine Shop, Rough Brass, Clamp, Shipping, Maintenance and Tool Room. When it becomes necessary to assign overtime outside the work area, it shall be made available by seniority to qualified

employees throughout the whole plant. These overtime opportunities will be distributed as equally as possible.

**3.05** The Company recognizes the right of an individual employee to refuse overtime work provided that the Company may require overtime, after consultation with the Union, in cases of emergency and for maintenance.

### **3.06 EMERGENCY RECALL**

An employee who has already left the premises of the Company after completion of his scheduled shift and who is recalled to work, shall be paid a lump sum amount equal to four times (4x) his standard hourly rate, or, he shall be paid double (2x) his standard hourly rate for all hours actually worked, whichever is better.

### **3.07 REDUCED WORK WEEK**

Notwithstanding any other provisions respecting layoff, it is agreed that a shorter work week in lieu of a layoff will only be applied after agreement with the Union.

### **3.08 SHUTDOWN**

- (a) A shutdown, (other than a vacation shutdown, physical inventory or layoff), of the plant or any department will only be incurred once in a calendar year during the duration of this agreement. Additional shutdowns in the calendar year will not occur without the agreement of the Union.
- (b) Shipping and / or maintenance employees may be required to work through a shutdown.
- (c) If requested, the Company will provide a Record of Employment in the event a shutdown is not covered by vacation allocation.

**3.09** A shutdown of the plant or any department caused by a machine breakdown, power failure, heat and humidex reading, or any other event outside the control of the Company excluding changes in market condition is not a short work week under Article 3.07, shutdown under Article 3.08, or a layoff under Article 8.05.

## **ARTICLE 4 REST PERIODS AND WASH-UP**

**4.01** There shall be one (1) ten (10) minute rest period in the first half of the shift. There shall be one (1) ten (10) minute rest period in the second half of the shift.

**4.02** Smoking privileges shall continue as long as there is no violation of plant rules

**4.03** There shall be a five (5) minute wash-up period immediately before noon and evening quitting times.

**4.04** Persons employed in the following job classifications in the foundry are entitled to have a twenty (20) minute wash-up period, inclusive of work station clean up and completing time cards, at the end of each shift:

Mould Making Machine Set-up Operator

Molten Metal Attendant

Foundry Floater

Grinder Cut-Off

provided that all moulds are poured and furnaces recharged before wash-up commences. Where the supervisor directs the pouring out and recharging of the furnace that extends into the wash-up period, the employee(s) affected will still be granted a twenty (20) minute wash-up period.

## **ARTICLE 5 PAID HOLIDAYS**

**5.01** Paid holidays to be observed:

New Year's Day

Family Day

Good Friday

Boxing Day

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Each calendar year two (2) personal holidays may be observed on a calendar year basis. An employee will notify his supervisor at least five (5) working days in advance of the paid day he wishes to have off. If too many employees choose the same day, then seniority will govern. Anyone wishing to have Remembrance Day off as their personal holiday will be guaranteed that day off.

**5.02** In addition to pay for a holiday as provided in paragraph 5.01, an employee called to work on any of the said holidays, shall be paid at the rate of double (2x) his standard hourly rate for the hours worked.

**5.03** The employee's last full scheduled shift must be worked immediately before the holiday and the employee's first full scheduled shift after the holiday must be worked in order to qualify for holiday pay unless written permission has been obtained from the department supervisor. Lateness up to one-half (1/2) hour on either the day before or the day after a holiday will not disqualify an employee from receiving holiday pay.

Exceptions to this will be absence due to industrial accident, vacation, bereavement leave, proof of illness or accident, approved leave of absence of up to and including fourteen (14) calendar days. Absenteeism for any reason extending beyond three (3) months will disqualify an employee for a paid holiday during absence beyond three (3) months.

An employee laid off eight (8) full working days prior to a plant holiday will not qualify for that holiday pay.

An employee who is recalled to work from layoff on the day after a paid holiday will be paid for the holiday.

**5.04** When a paid holiday falls on a Saturday or Sunday the following Monday will be the day the holiday is observed except when Christmas Day falls on Saturday or Sunday, in which case the holiday will be observed on the preceding Friday.

## **ARTICLE 6 VACATIONS**

**6.01** All employees with up to one (1) years' service at July 1st will receive four percent (4%) of earnings, calculated on the period July 1st to June 30th of the preceding year.

**6.02** All employees with one (1) or more years of continuous service at July 1st, will receive two (2) weeks vacation with pay at four per cent (4%) of earnings, calculated on the period July 1st to June 30th of the preceding year.

**6.03** Employees with five (5) or more years of continuous service at July 1st will receive three (3) weeks vacation with pay at six per cent (6%) of earnings, calculated on the period July 1st to June 30th of the preceding year.

**6.04** All employees with ten (10) or more years of continuous service at July 1st will receive four (4) weeks vacation with pay at eight percent (8%) of earnings, calculated on the period July 1st to June 30th of the preceding year.

**6.05** All employees with twenty (20) or more years of continuous service at July 1st will receive (5) five weeks vacation with pay at ten percent (10%) of earnings calculated on the period July 1st to June 30th of the preceding year.

All employees with thirty (30) or more years of continuous service at July 1st will receive six (6) weeks of vacation with pay at twelve (12) percent of earnings, calculated on the period of July 1st to June 30th of the preceding year.

**6.06** The allowance for each week of entitled vacation will be the greater of:

- (a) Two percent (2%) of pay (including vacation pay) received from the Company by any employee during those pay periods that ended in the year to June 30th, or
- (b) Forty (40) hours times his standard hourly rate, providing the employee has worked at least 1200 hours in the pay periods referred to in paragraph (2)(a).

Vacation pay entitlement will be paid when requested, unless the employee requests his full vacation pay for the year at the time of his first vacation observance or the annual shutdown and such request is made in writing to the payroll department at least two (2) weeks in advance. Plant shutdown for vacations will take place during the two (2) week period immediately preceding Civic Holiday and during the last five (5) days of December which would otherwise be working days.

**6.07** An employee with only three (3) weeks vacation entitlement may elect to take the five (5) days of December plant shutdown as unpaid time off and may schedule his third week of vacation as provided hereinafter. Employees with vacation entitlement in excess of three (3) weeks may take their additional time at a time or times mutually satisfactory to the Company and the employees. Such employees shall be given an opportunity to state their preferences for additional vacation times. In the event that such preferences interfere with Company operations, the senior employee will have first choice of vacation times during the remaining vacation period if such preference is stated prior to April 1st. All vacation requests will be responded to in ten (10) days.

**6.08** All employees must take the vacation for which they are eligible except those employees who have designated their retirement date in the current

vacation year, or, those employees who lost time because of illness, accident or layoff. Employees who have lost time because of illness, accident or layoff may work for the period of time for which they are not entitled to vacation pay, provided the work is available. Should a paid statutory holiday occur during an employee's vacation, the employee shall observe the holiday immediately following the conclusion of his vacation.

*Example of Application of Article*

July 2013 - June 2014 Earnings - \$48,500

Weeks' Vacation - 5 weeks @ 10% Vacation Payout July 1, 2014 - \$4,850

Vacation to Use - 5 weeks in 2014

*Employee has been off sick 5 months*

July 2013 - June 2014 Earnings - \$30,000

Weeks' Vacation - 5 weeks @ 10% Vacation Payout July 1, 2014 - \$3,000

Vacation to Use - 3.66 weeks in 2014

Vacation payout divided by employee's hourly rate to determine number of weeks or days

Hourly rate \$20.465

If a statutory holiday falls in period of vacation time, then employee would take statutory holiday at the end of their vacation.

**6.09** The vacation period of employees in the shipping and maintenance departments who are required to work during the plant shutdown will be determined by the management by consultation with the employees involved. Preference of vacation dates to be taken during the current calendar year is to be given to senior employees prior to April 1st of the current calendar year.

**6.10** It is also understood and agreed that the Company and individual employees may arrange on the basis of mutual agreement, other vacation dates than those specified in paragraph 6.06 of this article. It is further understood that vacations may not be carried forward beyond twelve (12) months from the time the employee became entitled to the vacation period. Employees not entitled to vacation may also be assigned to work during the plant shutdown.

**ARTICLE 7 MINIMUM RECOMPENSE**

**7.01** Any employee who reports for work, unless previously notified not to do so, and is sent home because no work is available, shall be paid at the equivalent of four (4) hours work at his standard hourly rate, provided that such lack of work is not caused by power failure, or any other event outside the control of the Company and provided further that such employee may be required to perform such alternative work at his standard hourly rate as may be available and which he is qualified to perform.

## **ARTICLE 8 SENIORITY**

### **8.01**

- (a) Probation – Employees shall acquire seniority after a probationary period of three (3) months worked with the Company.

Seniority will then date back three (3) months from the completion of the probationary period.

- (b) It is recognized and agreed that probationary employees may be terminated during their probationary period for failure to meet acceptable standards as determined by the Company, provided that it does not violate the Ontario Human Rights Act, Workers Compensation Act or Ontario Labour Relations Act.
- (c) In order that the Company can better evaluate a probationary employee, such employee, shall not have the right to bid for a posted vacancy.

**8.02** An employee's seniority rating shall be terminated for all purposes:

- (a) if he quits;
- (b) if he is discharged for just cause;
- (c) if he is laid off either for a period of time equivalent to his length of service with the Company, or for twenty-four (24) months, whichever is the shorter, or for thirty (30) months in the case of an employee with more than ten (10) years seniority;
- (d) if, after layoff he fails to notify the Company of his intention to return to work within three (3) working days and fails to return to work within five (5) working days after he has been notified to do so by the Company by registered mail to his last address listed on the Company's records;

- (e) if he is absent for three (3) consecutive work days without notifying the Company, unless a satisfactory reason is given upon return to work, except where circumstances beyond the control of the employee prevents him from notifying the Company.

### **8.03**

- (a) A copy of the seniority list will be posted in the plant every four (4) months and a copy which will include the classification of each employee listed will be supplied to the local union's president.
- (b) It shall be the duty of the employee to notify the Company promptly of any change of their address or phone number. If an employee should fail to do this, the Company shall not be responsible for failure of notice to reach such employee.

### **8.04 JOB POSTING**

1. Opportunity for promotion shall be provided through job posting as follows:

- (a) All job vacancies of more than one (1) month's duration and / or newly created jobs shall be posted on the bulletin board for two (2) working days (twenty-four (24) hours when there are employees on layoff) except learner positions which shall be posted for two (2) working days, during which time written applications for the posted jobs will be accepted. Where an employee applies for more than one (1) posted job, he shall indicate his order of preference. An employee may bid for a job which is higher rated, lower rated or equally rated. The name of the successful candidate will be posted within five (5) calendar days after the expiry date of the job posting. Upon request to the supervisor an unsuccessful applicant will be advised why he / she did not get the job.
- (b) The selection of the successful applicant will be according to the following criteria:
  - (i) All jobs that have Learner Periods shall be filled by the senior applicant who has successfully completed all of the applicable Learner Periods of the job as evidenced by documentation on Company records provided the applicant meets the minimum qualifications.



- (ii) All jobs that do not have Learner Periods shall be filled in order of the seniority of the applicants provided the employee meets the minimum qualifications.
  - (iii) Learner vacancies in classifications for which there is one (1) Learner Period, shall be filled in the order of seniority of the applicants provided the employee meets the minimum qualifications. All other Learner vacancies will be filled on the basis of the applicant's skill, ability and qualifications being brought to the position and as among two (2) or more applicants who are considered relatively equal in this respect, plant wide seniority will govern. Any employee who has successfully completed all of the Learner Periods for the vacant job shall not be awarded this learner vacancy.
- (c) Only the original vacancy and the first two resulting vacancies shall be posted. If the Company declares a third resulting vacancy to be a learner position it shall post the vacancy. Any remaining vacancies or where no applicant is qualified under (b) (i) above they may be filled by the Company from outside of this posting procedure. If there are employees on layoff they will be recalled according to the criteria in (b) (i) and (ii) above before outside hiring. Where the vacancy is not filled as in parts (b) (i) or (ii) or from the outside it shall be posted as a learner position that shall be deemed to be the next resulting vacancy.
- (d) Where the original vacancy is a temporary vacancy of more than one (1) month's duration, only the original vacancy must be posted. Where it appears after ten (10) working days that a vacancy will last more than one (1) month (twenty (20) working days) it will be posted.
- (e) The Company may make temporary appointments to any posted position until the position is filled.
- (f) An employee who has been accepted on and who has transferred to fill a full time posting shall only be eligible to apply for another posted vacancy as follows:
  - (i) After one month from the date of acceptance on any job that does not have any Learner Periods.

- (ii) After three months from the date of acceptance, plus the satisfactory completion of all applicable Learner Periods, on jobs that have Learner Periods.

The above restrictions will not apply to an employee who has been accepted to fill a vacancy which was posted (twenty-four hour (24) posting) at a time when there were employees on layoff, except for learners who must complete all applicable Learner Periods.

- (g) Nothing herein shall prevent the Company from removing an employee from a position if it establishes that the employee does not have the skill, ability and physical fitness to perform the work.
- (h) An employee classified as:
  - (i) Molten Metal Attendant
  - (ii) CNC Turret Lathe Setter Operator

may bid out of that position provided that his move out may be delayed until his successor is trained to the satisfaction of the Company. During that time no other employee in the same group (as above) may bid out of that classification. If there is a question about the training time the Company will discuss it with the Union.

## **2. TRAINING FOR TEMPORARY ASSIGNMENTS**

From time to time, after discussion with the union committee, the Company may post Learner- to-Return positions to train employees to become fully qualified in the position posted. It is understood that the Company may determine the scheduling of learner period completion and when the training is interrupted or completed the employee must return to his previously held position.

The first temporary vacancy created by this posting will be posted as a temporary vacancy and all other vacancies created by this posting will be filled by the Company after considering seniority. The employees who are assigned to fill those vacancies will be returned to their former positions at the conclusion of the training period.

The successful applicant may not bid for another Learner vacancy until all Learner Periods are completed but in no case longer than:

- In the case of a job with one (1) learner period, one (1) learner period plus one (1) month.

- In the case of a job with two (2) learner periods, two (2) learner periods plus two (2) months.
- In the case of a job with three (3) learner periods, three (3) learner periods plus three (3) months.

#### **8.05 LAYOFF**

- (a) The Company will endeavour to give at least two (2) weeks' notice of layoff where business circumstances permit. Where business circumstances do not permit this notice, the Company will explain the circumstances to the Union at the time the notice is given.
- (b) In laying off, and in determining shift assignment as between employees doing the same job, seniority shall be the determining factor as follows:
  - (i) All jobs with learner periods shall be filled by the senior persons who are fully qualified on the job, (have successfully completed all of the Learner Periods of the job as evidenced by documentation on Company records) or currently in a learner position on the job. However it is understood and agreed the Company shall have the right to retain the most senior fully qualified employee if it establishes that there is not one (1) fully qualified employee available to train on the same shift.
  - (ii) All jobs that do not have Learner Periods shall be filled in order of seniority. However it is understood and agreed that in all cases the Company shall have the right to pass over an employee if it establishes that he does not have the necessary skill, ability and physical fitness to perform the work available. For a layoff which in the judgment of the Company will not extend beyond three (3) consecutive days, application of seniority shall be by department or skilled occupational group within the department. A longer layoff will be dealt with by applying seniority on a plant wide basis.

When the Company shuts down it's operations for a specific period of time, any available work assignments during the shutdown period will be dealt with by applying seniority on a plant wide basis as per 8.05 (a). At the end of the shutdown period, all employees who were reassigned or laid off will return to the job they were holding immediately prior to the shutdown.

The Company will provide a familiarization period of five (5) working days to employee's who bump into a job.

The Company will provide a familiarization period of ten (10) working days to employees who bump to a job, where the job has changed as evidenced by G-Forms attached to the job description dated after the learner periods were completed.

## **8.06 SENIORITY OUTSIDE THE BARGAINING UNIT**

An employee promoted within the Company outside the bargaining unit and remains outside the bargaining unit for more than nine (9) months shall be allowed to retain only the seniority he has accumulated in the bargaining unit with respect to layoffs, recall, and promotions as provided for in this Article. The employee will not be able to exercise this bargaining unit seniority for a period of twenty-four (24) months from the date of his return to the bargaining unit. The employee, shall, however, be given full credit for his service with the Company for the purposes of pension, vacations and all other service-related benefits as provided for in this Collective Agreement.

**8.07** Seniority shall mean seniority in the bargaining unit unless otherwise specified.

**8.08** If the Company anticipates that the introduction of new technology in the form of new equipment and resulting new systems will result in employees being placed in different job classifications or being removed from their job classification due to lack of work, then when the Company knows of the changes expected to apply to these employees it will inform the Union and the employees involved and hold discussions with the Union on these matters.

## **ARTICLE 9 STEWARDS**

**9.01** The Company will recognize the appointment of a steward, who will act only for his own shift in each of the following departments:

- (a) Machine Shop
- (b) Rough Brass (including clamps, saddles, meter setters)
- (c) Foundry, Core Room and Mill Room
- (d) Maintenance, Tool Room

- (e) Shipping Room
- (f) Second Shift - one (1) steward plus a second steward if there are more than four (4) employees in the machine shop on the second shift.
- (g) Third Shift - one (1) steward plus a second steward if there are more than four (4) employees in the machine shop on the third shift.

**9.02** The Company will also recognize the additional appointment of a chief steward who shall handle any matters or grievances in a department when the department steward is not available or when his assistance is requested by the department steward.

**9.03** Grievance and safety committeemen and shop stewards will be designated in writing by the Union to the management.

**9.04** When union business of a grievance or a safety committeeman or steward requires him to be absent from his job or department, he shall first obtain permission from his supervisor; such permission will not be unreasonably refused. He shall report back to his supervisor immediately prior to resuming his duties. In these circumstances he shall not suffer loss of pay for the time so spent in the performance of such union business during his scheduled working hours.

**9.05** The Company agrees to recognize and deal with a Negotiating Committee of not more than five (5) employees along with a staff representative of the Union.

**9.06** The Company agrees to pay the lost wages up to a maximum of ten (10) days per year for elected or appointed employees to attend union educational seminars or conferences.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

**10.01** The Union shall establish a grievance committee of not more than three (3) employees and the Company shall be kept informed of the committee. The committee meeting with management shall consist of not more than three (3) members at any one (1) time.

**10.02** Should differences arise between the Company and the employee as to the interpretation, application or non-application of the provisions of the agreement, an earnest effort shall be made toward settlement.

### **10.03**

#### **STEP NO. 1:**

Between the aggrieved employee, alone or accompanied by a shop steward, and the supervisor of the department involved, a decision to be rendered within two (2) full working days, or a further time if agreed upon;

- (a) unless agreed to by both parties, no grievance shall proceed to the next step of the grievance procedure unless it is lodged at Step No.2 within fifteen (15) working days after the grieving employee was aware, or ought reasonably to have been aware, of the circumstances allegedly giving rise to the grievance.

#### **STEP NO. 2:**

If a settlement with the Union is not reached at Step No. 1 within three (3) working days of the supervisor's reply, the grievance shall be submitted in writing to the supervisor who shall meet with the Plant Grievance Committee, the grievor, and the department steward, within fifteen (15) working days. A decision shall be rendered within two (2) full working days, or further time if agreed upon.

#### **STEP NO. 3:**

If a settlement is still not reached the grievance shall be submitted to the department manager and within one (1) week of the answer at Step No. 2 be reviewed with the committee and the management, and / or its representatives, a decision to be rendered within five (5) full working days, or further time if agreed upon.

**10.04** Any difference arising directly between the Company and the Union in its own right may be submitted under the grievance procedure by either party commencing with Article 10.03, Step No. 2.

### **ARTICLE 11 ARBITRATION**

**11.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

**11.02** Within ten (10) days of management's reply at Step No. 3, and the grievance being submitted to Arbitration as in Article 11.01, the Company and the Union will agree upon a single arbitrator to hear the case. If agreement cannot be reached in the selection of an arbitrator within twenty (20) days, the appointment shall be made by the Minister of Labour at the request of either party.

**11.03** The arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. In no case shall the arbitrator alter, modify, amend or supplement any part of this agreement.

**11.04** Each party will equally share the fees and expenses of the arbitrator.

**11.05** The decision at any of the foregoing steps shall state whether or not adjustment is to be made retroactive. In any event, the Company shall not be liable for any adjustment with respect to a grievance prior to fifteen (15) working days of the date of its original filing.

**11.06** If either party proceeds to arbitration under Section 45 of the Labour Relations Act it shall agree to any request for extension of the hearing deadline up to five (5) weeks from the date of referral under Section 45.

**11.07** The parties may agree to seek the assistance of a mediator. Cost will be borne equally by both parties.

## **ARTICLE 12 DISCHARGE CASES**

**12.01** A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the department manager within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to that outlined in Article 10.03, Step No. 3 will be omitted in such cases.

**12.02** Such special grievance may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or in the opinion of the arbitration board if the grievance has gone to arbitration.

## **ARTICLE 13 MANAGERIAL RIGHTS**

**13.01** The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, classify, transfer and suspend employees, and also the right of the Company to discipline, suspend or discharge any employee for just cause, provided that a claim by an employee who has acquired seniority that he has been discharged, disciplined or suspended without just cause may be the subject of a grievance and dealt with as hereinafter provided.

**13.02** The Union further recognizes the right of the Company to direct the working force and operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of productions, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, building, machinery and tools are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time, reasonable rules and regulations to be observed by the employees.

**13.03** It is agreed that none of the rights set forth in this Article will be exercised in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE 14 WAGE RATES**

**14.01** The Job Classification and Standard Hourly Wage Scale are as in Schedule "A", attached hereto, and hereby made part of this Agreement.

**14.02** Shift Bonuses are:

Shift 2 – Seventy cents (0.75) per hour, 0.80 effective May 1, 2014.

Shift 3 – Seventy-five cents (0.80) per hour, .85 effective May 1, 2014.

**14.03** Effective on the dates specified in Schedule "A", all employees shall have their rates of pay adjusted as follows:

- (a) If the employee is not receiving an out-of-line differential prior to the dates specified in Schedule "A" the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Schedule "A".



- (b) If the employee is receiving an out-of-line differential prior to the dates specified in Schedule "A", the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Schedule "A" and the following shall govern:
  - (i) If the employees new rating resulting from such increase is greater than the standard hourly rate for the job, as provided in Schedule "A", the amount by which such employees new rate is greater than the rate provided in Schedule "A" shall become such employees new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with the provisions of this Agreement.
  - (ii) If the employees new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Schedule "A", the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for the job, as provided in Schedule "A", and the former out-of-line differential shall be terminated.

**14.04** As of the date the standard hourly rate wage becomes effective, the standard hourly rate for each job class shall be the standard hourly rate for all classified within such job class and shall so continue for the duration of the standard hourly wage scale and shall be applied to any employee in accordance with the provisions of this Agreement.

**14.05** Each standard hourly rate established under Schedule "A" shall be:

- (a) the established rate of pay for all hours paid for on a non-incentive job; and
- (b) the minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this Article.

**14.06** Except as otherwise provided by this Agreement, the established rate for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

**14.07** Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job shall apply to any employee during the time such employee is assigned to the respective rate classification in accordance with the provisions of this Agreement.

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

The Company shall furnish to the Union a list agreed to by the Company and the Union of employees who are to be paid “out-of-line differentials”. Such list shall contain the following information:

- (a) Name of incumbent to whom such “out-of-line-differential” is to be paid.
- (b) Job title of job on which “out-of-line differential” is to be paid.
- (c) Job classification of such job.
- (d) Standard hourly rate of such job.
- (e) Amount of “out-of-line differential”.
- (f) Date such “out-of-line differential” became effective. Effective May 1, 1987 an “out-of-line differential” shall not be created where the temporary rate set for a new job is higher than the rate eventually determined by C.W.S. evaluation.

**14.09** Except as such “out-of-line differential” may be changed by the means hereinafter provided, any employee included in the list referred to in Article 14.08 shall continue to be paid such “out-of-line differential” during such time as the employee continues to occupy the job for which the differential was established.

An employee shall only be entitled to an “out-of-line differential” if he was actually classified in the job for which he claims the “out-of line differential” as of the date the job re-rating was agreed.

**14.10** If an employee with an “out-of-line differential” transferred or assigned to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.

**14.11** If, as a result of layoff and the exercise of seniority rights, an employee with an “out-of-line differential” is moved to a job having a lower standard hourly rate, then the “out-of-line differential” shall be cancelled.

**14.12** If such employee referred to in Article 14.10 and Article 14.11 shall be returned within four (4) months to the job for which the “out-of-line differential” was established, the “out-of-line differential” shall be re-instated except as may have been reduced or eliminated by other means. An employee who posts out of

a job in which he had an “out-of-line differential” shall not regain the “out-of-line differential” if he subsequently posts back into that job.

**14.13** When an employee would, in accordance with the terms of this Agreement, be entitled to receive his regular rate, he shall also receive any “out-of-line differential” to which he is entitled.

**14.14** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate “out-of-line differentials”.

**14.15** Except for the application of the “out-of-line differentials” as called for herein, the terms of this Agreement governing transfers shall apply.

#### **14.16 TEMPORARY TRANSFER**

An employee who is temporarily transferred from his regular job shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred, but not as a result of a layoff, is less than the rate of his regular job, he shall be paid the rate of his regular job during the period of such temporary transfer. Problems arising out of longer temporary assignments will be discussed between the parties.

Temporary transfers shall not exceed fifteen (15) working days without mutual agreement of the parties.

Temporary transfers to a higher rated job of more than three (3) hours within any shift would result in the higher rate being paid for the entire shift.

#### **LETTER OF INTENTION REGARDING ARTICLE 14.16**

Where possible, the Company’s prevailing practice has been and will continue to be to offer opportunities to temporarily transfer from a job description on the basis of seniority amongst employees within the same job description and on the shift who are immediately capable of performing the work.

An employee, who is temporarily transferred to a job with learner periods, must be qualified or competent by means of full or partial completion of the required learner periods. Where possible, qualified employees will receive first opportunity for the temporary assignment followed by partially qualified employees.

#### **14.17 LEARNER RATES**

Learner jobs requiring “learner” rates, due to lack of adequate training opportunity by the promotional sequence of related jobs, shall be negotiated and made a part of this Agreement.

**14.18** A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs, for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the standard hourly wage scale rates for the respective job classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respective job as follows:

- (a) Code C: Seven to twelve (7 to 12) months:
  - (i) One (1) learner period classification at a level two (2) job classes below the job class job.
  
- (b) Code D: Thirteen to eighteen (13 to 18) months:
  - (i) a first learner period classification at a level four (4) job classes below the job class of the job, and
  - (ii) a second learner period classification at a level two (2) job classes below the job class of the job.
  
- (c) Code E and higher: Nineteen (19) months and above:
  - (i) A first learner period classification at a level six (6) job classes below the job class of the job.
  - (ii) A second learner period classification at a level four (4) job classes below the job class of the job.
  - (iii) A third learner period classification at a level two (2) job classes below the job class of the job.
  - (iv) Employees who have had no related work experience in relation to the respective job shall serve an additional 520 hours of work in the learner period two job classes below the job class of the job.

**14.19** The learner periods as provided in Article 14.18 shall apply to those jobs listed in Schedule “B” of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in Schedule “B”.

**14.20** The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job provided the learner rate applied is:

- (a) in the case of an employee hired for the learning job the standard hourly rate for Job Class 2, or
- (b) in the case of an employee transferred from another job in the plant, the lower figure of:
  - (i) the standard hourly rate of the job from which transferred; or
  - (ii) the standard hourly rate of the job being learned.

**14.21** The learner provisions set forth in Article 14.20 shall apply:

- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed 520 hours;
- (b) only to provide replacements for jobs vacancies, and
- (c) in accordance with the provisions of this Agreement for filling vacancies.

**14.22** The Company shall furnish the Union on the form set forth as “Exhibit F” of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such list may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates as set forth in Article 14.18 shall apply only to jobs in this list.

**14.23** Employee’s time spent on a job requiring a learner schedule shall be cumulative. Periods of less than two (2) hours shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.

**14.24** Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

**14.25** The established learner rate of pay for each learner period classification shall apply in accordance with the learner training periods as defined in Article 14.18. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has accepted, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is equal to or exceeds his present rate.

**14.26** Any employee when assigned to a job on which a learner rate applies, shall be credited in the learner schedule with all time previously worked on such job, or, in the case of a “grouped” job, on a job in such group. It is agreed that such past time shall be computed from reasonable recent records of the Company.

**14.27 GENERAL**

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

**14.28** Except as otherwise provided, no basis shall exist for an employee covered by this Agreement to allege that a wage rate inequity exists.

**14.29** If the Company wishes to introduce an incentive or measured day work system the plans will first be presented to the Union and agreement reached on the operation of the system and its method of introduction.

**14.30** The Co-operative Wage Study (C.W.S.) Manual for Job Descriptions, Classifications and Wage Administration dated June 2, 1966, will be incorporated into this Agreement as Schedule “D”, and form part of this Agreement.

**14.31** The Company agrees to grant leave of absence from their regular work to three (3) employees who shall be selected by the Union to act on its C.W.S. Committee. Employees so selected shall:

- (a) accumulate any seniority to which they normally would be entitled;
- (b) return to their regular employment when their work on the C.W.S. Committee is completed, and
- (c) be paid their standard hourly rate by the Company for all time lost (not to exceed eight (8) hours per day for the day shift employees, and not to exceed ten (10) hours per day for afternoon shift employees who are on a ten (10) hour shift) when requested by the Company to check job descriptions and discuss job classifications of jobs described and classified by the Company and to discuss the assignment of employees into various rate classifications.

**14.32** The Company agrees in principle to C.W.S. but subject to the following conditions:

1. There shall be no Bench Mark jobs in this Agreement. All reference to same shall be deemed to include all jobs previously rated by agreement of the parties.
2. Learner periods as on attached Schedule "B".

#### **14.33 SEVERANCE PAY**

Both parties agree that the severance pay provisions of the current Employment Standards Act apply in the event of the permanent closure of Cambridge Brass Inc.

Specifically as discussed it applies:

- (a) Only to those with at least five (5) years of service as of the date of the closure.
- (b) Entitlement for those eligible is one (1) week per year of service as of the 26 week maximum.

Cambridge Brass Inc. does agree that these provisions will apply even if the payroll declines prior to closure below 2.5 million dollars and / or fifty (50) or more employees are severed in a six (6) month period as per thresholds provided in the act.

#### **ARTICLE 15 HEALTH BENEFITS**

**15.01** The Company shall arrange for and pay the premiums for the following benefits, subject to the conditions in the contracts with the insurers, for all employees who have completed three (3) months of service and who are actively employed:

- (a) For an employee:

- (i) **WEEKLY INDEMNITY:**

- For up to 39 weeks, commencing first (1) day of accident and fourth (4) day of sickness.

- Indemnity for lost wages shall be 66 2/3% of forty (40) hours pay at the employee's standard hourly rate.

If an employee claim has been refused by the insurer both the employee and the Company will initiate a review with the insurer with the assistance of the Union. The Company will request that the insurer be specific about further documentation required.

- (ii) Life Insurance of \$57,000  
\$58,000 effective May 1, 2014
- (iii) AD&D Insurance of \$57,000  
\$58,000 effective May 1, 2014
- (iv) The foregoing amounts of life insurance will be reduced by twenty (20) percent of the full life insurance amount commencing on an employee's sixty-fifth (65<sup>th</sup>) birthday and by twenty (20) percent of the full life insurance amount each subsequent birthday.
- (v) The life insurance and AD&D benefit shall cease upon the employee's seventieth (70<sup>th</sup>) birthday.

(b) For an employee and his dependents:

- (i) Major medical to include drug benefit (generic drugs only unless otherwise specified by doctor), semi-private hospital accommodation and vision care benefit (\$450). The Ontario Drug Benefit shall be the first provider for eligible employees over sixty-five (65). Benefits which are provided by the Company Major Medical Plan but not by the Ontario Drug Benefit will be provided by the Company Major Medical Plan. The major medical benefits shall cease at the employee's seventieth (70<sup>th</sup>) birthday.
- (ii) Vision care benefit of \$450. May be used for laser surgery.
- (iii) Extended health care expenses maximum benefit for all services combined of \$900.00 in excess of the provincial plan, per calendar year, per individual.

(c) Dental Insurance:

- 2012 fee guide effective May 1, 2013
- 2013 fee guide effective May 1, 2014



- 2014 fee guide effective May 1, 2015

The dental benefit shall cease at the employee's seventieth (70th) birthday.

The plan will pay 100% of claims for Class 1 "Basic Care" and 50% of restorative claims to \$1500 maximum yearly benefit. Also pays 50% of orthodontic claims for dependent children aged 6 to 19 years to \$2000 lifetime maximum benefit.

(d) Pension - See Appendix "A".

**15.02** An employee who is laid off shall continue to be entitled to the foregoing benefits to the end of the month following the month in which he is laid off except that he shall not be entitled to weekly indemnity benefits while laid off.

For the purposes of Article XV, an employee shall advise the Company in writing of the names of his / her spouse and the names of his / her children. "Spouse" shall include common law after twelve (12) months of cohabitation.

### **15.03 PENSIONER'S LIFE INSURANCE**

An employee who has completed ten (10) years of service with the Company and who is entitled to and in receipt of a Company pension shall be provided with a \$4,500 life insurance benefit.

### **15.04 EARLY RETIREE BENEFITS**

An employee who has completed ten (10) years of service with the Company and who is granted an early retirement pension shall, from date of early retirement until the employee's sixty-fifth (65th) birthday, have the following premiums paid on behalf of the employee and dependents by the Company.

- Major medical insurance
- Dental insurance

**15.05** The Company will reimburse the employee 100% up to a maximum of fifty (\$50.00) dollars of the doctor's fee for completing the Attending Physician's Statement in support of a weekly indemnity claim and 100% up to a maximum of fifty (\$50.00) dollars of the doctor's fee for completing a non-WSIB Functional Abilities Form when required by the Company. The Company will not pay for supplementary forms required because of incorrect or incomplete forms. Such reimbursement shall be made through an addition to the employee's pay upon submission of the doctor's receipt.

## **ARTICLE 16 SUPERVISORY PERSONNEL**

**16.01** Supervisory employees outside the bargaining unit shall not normally perform work regularly performed by the employees in the bargaining unit except:

- (a) for the purpose of training supervisory personnel the Company may place employees on production work for limited but sufficient periods without the employee so placed coming under the jurisdiction of the Agreement;
- (b) for emergencies (including situations in which no qualified bargaining unit employees are immediately available), for the instruction and training of employees, experimental work, or in connection with the breakdown or installation or relocation of machinery and the restriction shall not apply to those maintenance, material control and quality control functions performed by supervisors for supervisory purposes.

## **ARTICLE 17 BEREAVEMENT LEAVE**

**17.01** In the event of a death in the employee's immediate family the employee shall be reimbursed for time necessarily lost from work, to a maximum of three (3) days, in order to arrange and attend the funeral, or for mourning for three (3) consecutive days which include the day of the funeral. The reimbursement shall be at the employee's standard hourly rate for the number of straight time hours he would normally have worked on such days.

**17.02** The immediate family shall include only: husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, step-son, step-daughter, step-mother, step-father, step-brother, step-sister or common law spouse after one (1) year's cohabitation provided the employee is not legally married.

**17.03** In the case of the death of a brother-in-law or a sister-in-law, the employee will be granted leave of absence for the day of the funeral, if it falls between Monday and Friday inclusive, and will be paid at his standard hourly rate for the number of hours he would have worked on his regular shift.

## **ARTICLE 18 JURY DUTY AND WITNESS LEAVE**

**18.01** The Company shall pay an employee called for jury duty or who is subpoenaed as a crown witness or as a witness for the accused in a charge under the Criminal Code the difference between the payment he received for such service and his standard hourly rate for the number of hours he would have worked on his regular shift for each day of such service. An employee working on the second or third shift on a day of such duties shall be treated as if he were on the day shift. The employee must provide proof of service as a juror or crown witness and the amount of pay he received.

## **ARTICLE 19 SAFETY AND HEALTH**

**19.01** The Company shall continue to make provisions for the safety and health of employees during the hours of their employment. Protective devices and other equipment necessary to safeguard employees from injury shall be provided by management in accordance with the Occupational Health and Safety Act.

**19.02** The Company and the Union agree to name a Safety and Health Committee comprising an equal number of Company and Union representatives. The Committee's function will be to promote safety and industrial hygiene in the plant. It shall make monthly inspections of the plant and equipment and hold regular monthly meetings.

**19.03** When an accident occurs at the work place that causes lost time to an employee, notice shall be given immediately to a bargaining unit member of the Safety and Health Committee and that person, together with the Company representative, shall inspect the place where the accident occurred and any machine, device or thing, and report his findings to the Safety and Health Committee. A "lost time accident" for the purpose of this Article shall be any accident where an employee loses one complete shift as a direct and immediate result of the accident. It is understood that the bargaining unit person making an inspection as provided for above will advise his immediate supervisor why he will be absent from his work place and will report to his immediate supervisor at the time of his return to work.

**19.04** It shall be the duty of each employee to identify and report safety and health hazards and to perform such work as may be assigned, to correct same, provided that such work assignment does not expose the employee to an unreasonable risk of personal injury.

**19.05** The Company shall:

- (a) Pay up to one hundred and twenty-five (\$125.00) per year toward the cost of approved safety footwear for each employee who has more than six (6) months of seniority.
  - \$130.00 effective May 1, 2014
  - \$135.00 effective May 1, 2015
- (b) Supply gloves, at no cost to the employee, when old gloves are turned in.
- (c) Supply safety glasses at no cost to employees. These must be worn by all employees in designated areas and must be returned for replacement.
- (d) Supply, at no cost, two (2) pairs of overalls to maintenance mechanics.
- (e) Trunnion Machine Setter Operators, Chucking Machine Setup Personnel and Operators, CNC Setup and Operators and Turret Setup Personnel, Industrial Maintenance Mechanic Personnel, Electrical Services Technician Personnel, Meter Setter Assembler Personnel who are in these positions for over one continuous month in the year as well as the Molten Metal Attendant and Foundry Floater shall be allowed up to:
  - \$200.00 per year, effective May 1, 2013
  - \$205.00 per year, effective May 1, 2015
- (f) Pay up to \$325 for prescription safety glasses in conjunction with one (1) eye exam per employee every twenty-four (24) months. Eye exam will be paid by cheque through the Company.

**19.06 TOOL REPLACEMENT**

- (a) On certain jobs, the Company specific tools and measuring instruments of high quality be owned and used on the job by the employee.
- (b) Where a tool or measuring instrument belonging to an employee becomes broken or ineffective through use on the job, the cost of replacement or repair will be paid by the Company. Acts of carelessness or negligence will not be considered.
- (c) Theft or loss of tools will not qualify for replacement. The employee is responsible to ensure that each item of his personal tooling is distinctly

identified. He must take every reasonable precaution to ensure the care, safekeeping and handling of his tooling.

- (d) The employee is responsible to retain any warrantee or guarantee documentation for his tooling. Before any reimbursement is authorized (by the immediate supervisor), every effort must be made to claim warrantee replacement or repair. The Company will assist in his effort as requested.

**19.07** If a doctor recommends that an employee not complete his shift because of a compensable injury he shall be paid for the balance of his regular straight time shift.

**19.08** The Company and Union will meet on a quarterly basis to discuss matters related to workload, manpower, contracting in / out, operations and business outlook.

### **19.09 FREEDOM FROM HARASSMENT AND / OR DISCRIMINATION**

The Company and Union agree that no employee shall in any manner be discriminated against because of membership or office in the Union. The terms and conditions of this Collective Agreement shall be interpreted and administered by the Company and the Union without discrimination against an employee contrary to the Human Rights Code of Ontario. The Company and the Union are committed to a policy of maintaining a work environment free from harassment as defined by the Ontario Human Rights Code.

## **ARTICLE 20 UNION NOTICES**

**20.01** The Company agrees to provide bulletin boards in conspicuous places in the plant for the display of notices advertising meetings of the Union and other material of interest to the members, providing the said notices and “other” material bear the signature of the proper Union officer and are approved by the Company.

## **ARTICLE 21 STRIKES AND LOCKOUTS**

**21.01** There will be no strikes or group action on the part of the employees which may affect production and no lockout during the term of this Agreement.

## **ARTICLE 22 LEAVE OF ABSENCE**

**22.01** The Company may grant leave of absence for legitimate personal reasons, including absence for union business. Applications for leave of absence shall be in writing. Leave, if granted, shall be in writing within a reasonable time. Seniority will accumulate during an authorized leave of absence. Any outstanding vacation entitlement must be used up prior to the granting of a personal leave of absence of more than one day.

## **ARTICLE 23 COMMENCEMENT AND DURATION**

**23.01** This Agreement shall become effective on the first day of May 2013 and shall remain in full force and effect until the thirtieth (30th) day of April 2016 and thereafter from year to year with the provision that either party may give written notice to the other at least thirty (30) days but not more than ninety days (90) prior to the thirtieth (30th) day of April, 2016 of their desire to terminate, modify or amend this Agreement. If the parties are unable to agree to any proposed modification or amendment on or before the thirtieth (30th) day of April 2016 then this Agreement shall remain in force and effect until such time as a new Agreement has been reached or until the conciliation procedures, as required by legislation, have been completed, whichever is earlier.

### **CAMBRIDGE BRASS, INC.**

E. Hesselink

G. Mackie

B. Murrin

### **UNITED STEELWORKERS on behalf of LOCAL 4045**

J. Oliveira

B. Byrne

T. Bellissimo

B. Cantwell

R. Wagner

M. Simms

## SCHEDULE "A"

### STANDARD HOURLY RATES

| <b>Job<br/>Classification</b> | <b>Effective<br/>May 1, 2013</b> | <b>Effective<br/>May 1, 2014</b> | <b>Effective<br/>May 1, 2015</b> |
|-------------------------------|----------------------------------|----------------------------------|----------------------------------|
| 1                             | 20.635                           | 20.845                           | 21.055                           |
| 2                             | 21.045                           | 21.265                           | 21.485                           |
| 3                             | 21.455                           | 21.685                           | 21.915                           |
| 4                             | 21.865                           | 22.105                           | 22.345                           |
| 5                             | 22.275                           | 22.525                           | 22.775                           |
| 6                             | 22.685                           | 22.945                           | 23.205                           |
| 7                             | 23.095                           | 23.365                           | 23.635                           |
| 8                             | 23.505                           | 23.785                           | 24.065                           |
| 9                             | 23.915                           | 24.205                           | 24.495                           |
| 10                            | 24.325                           | 24.625                           | 24.925                           |
| 11                            | 24.735                           | 25.045                           | 25.355                           |
| 12                            | 25.145                           | 25.465                           | 25.785                           |
| 13                            | 25.555                           | 25.885                           | 26.215                           |
| 14                            | 25.965                           | 26.305                           | 26.645                           |
| 15                            | 26.375                           | 26.725                           | 27.075                           |
| 16                            | 26.785                           | 27.145                           | 27.505                           |
| 17                            | 27.195                           | 27.565                           | 27.935                           |
| 18                            | 27.605                           | 27.985                           | 28.365                           |
| 19                            | 28.015                           | 28.405                           | 28.795                           |
| 20                            | 28.425                           | 28.825                           | 29.225                           |
| 21                            | 28.835                           | 29.245                           | 29.655                           |
| 22                            | 29.245                           | 29.665                           | 30.085                           |

## SCHEDULE "B"

### LEARNER PERIOD - CLASSIFICATION ANALYSIS

| Plant Code | Jobs Requiring Learner Rates<br>Standard Title | Months Factor | Job Class | No. of Learner Periods | Hours and Job Rates<br>Learner Periods |                               |                               |
|------------|--|---------------|-----------|------------------------|--|-------------------------------|-------------------------------|
|            |  |               |           |                        | 520 Hrs. 1 <sup>st</sup> Per.          | 520 Hrs. 2 <sup>nd</sup> Per. | 520 Hrs. 3 <sup>rd</sup> Per. |
| 2.16       | Foundry Floater                                | 13-18         | 12        | 2                      | 8                                      | 10                            | -                             |
| 2.19       | Molten Metal Attendant                         | 7-12          | 15        | 1                      | 13                                     | -                             | -                             |
| 4.13       | Foundry Fork Lift Operator                     | 7-12          | 9         | 1                      | 7                                      | -                             | -                             |
| 5.26       | Tool Setter Turrets                            | 19-24         | 13        | 3                      | 7                                      | 9                             | 11                            |
| 5.27       | Tool Setter Chuckers                           | 19-24         | 13        | 3                      | 7                                      | 9                             | 11                            |
| 5.30       | CNC Turret Lathe Set Op.                       | 25-30         | 13        | 3                      | 7                                      | 9                             | 11                            |
| 5.31       | Trunnion Mach. Setter Op.                      | 19-24         | 12        | 3                      | 6                                      | 8                             | 10                            |
| 5.33       | Turret Setter Operator                         | 19-24         | 11        | 3                      | 5                                      | 7                             | 9                             |
| 5.34       | Chucker Setter Op. R.B.                        | 19-24         | 12        | 3                      | 6                                      | 8                             | 10                            |
| 5.35       | Chucker Setter Operator                        | 19-24         | 12        | 3                      | 6                                      | 8                             | 10                            |
| 5.36       | Valve Workcell                                 | 19-24         | 11        | 3                      | 5                                      | 7                             | 9                             |
| 5.40       | Fork Lift Op General                           | 7-12          | 9         | 1                      | 7                                      | -                             | -                             |
| 5.41       | Turret Workcell                                | 7-12          | 8         | 1                      | 6                                      | -                             | -                             |
| 5.43       | Tool Setter Chucker R.B.                       | 19-24         | 13        | 3                      | 7                                      | 9                             | 11                            |
| 8.31       | Clamp Assembler                                | 13-18         | 11        | 2                      | 7                                      | 9                             | -                             |
| S.15       | Assistant Shipper / Receiver                   | 13-18         | 10        | 2                      | 6                                      | 8                             | -                             |
|            | Saddle Workcell Setter Op.                     | 13-18         | 9         | 2                      | 5                                      | 7                             |                               |
|            | Meter Setter Assembler                         | 7-12          | 9         | 1                      | 7                                      |                               |                               |
|            |  |               |           |                        | <b>1040 Hrs.</b>                       | <b>1040 Hrs.</b>              | <b>1040 Hrs.</b>              |
| T.05       | Carbide Form Grinder                           | 37-48         | 17        | 3                      | 11                                     | 13                            | 15                            |



## SCHEDULE "C"

### INDEX OF JOB CLASSIFICATIONS

**Job Class #1**

**Job Class #2**

**Job Class #3**

**Job Class #4**

Core Cleaner

**Job Class #5**

Casting Grinder

**Job Class #6**

Set-up Trim Press Operator

**Job Class #7**

Shot Blast Operator

General Machine Operator

Core Making Machine Operator

Grinder Cutoff

General Machine Operator R.B.

**Job Class #8**

Mould Making M/C Set-up Op.

Turret Workcell

**Job Class #9**

Forklift Operator General

Forklift Operator Foundry

Meter Setter Assembler

Saddle Workcell Setter Operator

**Job Class #10**

Assistant Shipper / Receiver

**Job Class #11**

Turret Setter Operator

Valve Workcell

Clamp Assembler

**Job Class #12**

Chucker Setter Operator R.B.

Trunnion Machine Setter Operator

Chucker Setter Operator

Foundry Floater

**Job Class #13**

Tool Setter Turrets

Tool Setter Chuckers

Tool Setter Chuckers R.B.

CNC Turret Lathe Setter Operator

**Job Class #14**

**Job Class #15**

Molten Metal Attendant

**Job Class #16**

**Job Class #17**

Carbide Form Grinder

**Job Class #18**

Industrial Maintenance Mechanic

**Job Class #19**

**Job Class #20**

**Job Class #21**

**Job Class #22**

Electrical Services Technician

**SCHEDULE "D"**

**C.W.S. MANUAL**

**LETTER OF UNDERSTANDING**

**between**

**CAMBRIDGE BRASS, INC.**

**and**

**UNITED STEELWORKERS LOCAL 4045**

Dear Sirs:

**Re: Combined Jobs**

The following lists the rules that have been agreed to with regard to layoff bumping and job posting rights where combined jobs are involved.

- Valve Workcell Operator plus Turret Lathe Operator equals a Turret Workcell Operator.
- Foundry Floater can bump a Molten Metal Attendant.
- Molten Metal Attendant can bump a Foundry Floater.
- Tool Setter Turret can bump a Turret Lathe Operator or a Turret Setter Operator.
- Turret Setter Operator can bump a Turret Lathe Operator or a Tool Setter Turret.
- Fork Lift Operator Foundry, Fork Lift Operator Machine Shop, Fork Lift Operator R.B. and Fork Lift Operator General can bump each other.
- Turret Setter Operator or Tool Setter Turrets can bump Saddle Workcell Setter Operator.
- Tool Setter Chucker, Chucker Setter Operator, Tool Setter R.B. and Chucker Setter Operator R.B can bump each other.
- Forklift Operator Foundry and Forklift Operator General can bump each other.

Changes, addition or deletions to this list may take place from time to time by agreement between Company and Union Committees.

Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

**SCHEDULE "E"**

**LETTER OF UNDERSTANDING**

**between**

**CAMBRIDGE BRASS, INC.**

**and**

**UNITED STEELWORKERS LOCAL 4045**

Dear Sirs:

**Re: Heat and the Humidex Reading**

This memorandum will confirm the agreements arising out of discussions held between the Company and the Local Union on the formula to be used to determine the humidex reading that is necessary to warrant a worker being able to voluntarily go home when this degree is reached.

Three separate readings will be observed; a foundry reading taken in the area of #4602 molding machine; a machine shop reading taken in the central area of the machine shop; a shipping room reading taken in the area of order layout. The results of the reading in the foundry affect only employees of the foundry and core room. The results of the shipping room reading affect only the employees of the shipping room. The results of the machine shop reading affect all other production employees including trim press.

"An employee(s) reports to the supervisor or steward and requests that a heat and humidex reading be performed according to this letter.

The supervisor / steward will inform the departmental supervisor / steward that a request for a heat reading has been made. The supervisor (or designate) and steward will then proceed to the designated area requested and calculate the humidex reading from the mutually accepted chart.

The reading on any shift will only be accepted after three (3) hours of the shift has been completed and at one hour intervals thereafter.

Humidex readings will be continuously monitored through the utilization of OMEGA (or equivalent) continuous temperature / humidity measuring units.

If the humidex reading reaches 103 degrees or above the employees in the area may go home upon completion of four (4) hours of their scheduled shift.

Where the Company sees fit to continue operating or to reassign the remaining employees it will do so and pay the employee at the rate of the job to which they are reassigned. After an employee(s) has gone home the Company may determine to shut down all or a part of the operation for the remainder of the shift and this shall not be a layoff.

An employee who leaves the plant on account of the humidex will be paid only for the number of hours actually worked.

Calibration of the OMEGA unit will be conducted yearly by the company before the hot weather season begins and thereafter as required. Any adjustment of the operation of the continuous temperature / humidity measuring units will only be completed in the presence of a union representative.

The OMEGA unit will be reconciled with readings from a hand held unit May 1st, June 1st and July 1st.

Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

**MEMORANDUM OF AGREEMENT  
CAMBRIDGE BRASS, INC.**

**APPRENTICESHIP PROGRAM**

**i.e. INDUSTRIAL MECHANIC (MILLWRIGHT) TOOL AND DIE MAKER**

**Purpose** – To provide a continuing source of skilled manpower to meet the requirements at Cambridge Brass, Inc. because of a recognized shortage.

**Certification** – The Industrial Trade and Tool and Die Maker Trade are regulated under The Apprenticeship and Tradesmen’s Qualifications Act and therefore all apprentices will be indentured through the Ministry of Colleges and Universities Apprenticeship Branch, and upon successful completion receive certification.

**Selection of Candidates** – Regular employees within the Cambridge Brass, Inc. Bargaining Unit will have first opportunity to apply for the job posting of an apprenticeship. The Company will review such applications and make their selection based on skill, ability, suitable qualifications, education, and in adherence to government regulations. In situations where the Company deems two or more applicants to be relatively equal in the above criteria, then seniority will determine the selection. Where no applicant is suitably qualified to fill the apprenticeship then the Company will have the right to hire from without. Any applicant will be asked to take an aptitude test conducted by outside professionals at Company expense before being accepted into an apprenticeship.

**Duration** – The normal program for the Industrial Mechanic and Tool and Die Apprenticeship consists of four (4) periods of related training and work experience training of 2,000 hours per period. Apprentices will be required to attend three 8-week periods of “in-school” training at a college of applied arts and technology (presently George Brown College and Conestoga College).

**Program** – Both the “in-school” and “work experience” training will be based on the schedules set down by the Ontario Regulations, and in conjunction with company needs and objectives.

**Apprenticeship Committee** – A committee of two Company representatives and two Union representatives, one to be a skilled tradesman, will be established to review and evaluate the apprentice’s progress.

**Wages** –

The wage schedule for the Industrial Mechanic (Millwright) Apprentice will be as follows:

|                  |             |    |
|------------------|-------------|----|
| First 1000 hours | Job Class # | 2  |
| Next “ “         | Job Class # | 4  |
| Next “ “         | Job Class # | 6  |
| Next “ “         | Job Class # | 8  |
| Next “ “         | Job Class # | 10 |
| Next “ “         | Job Class # | 12 |
| Next “ “         | Job Class # | 14 |
| Final “ “        | Job Class # | 16 |

The wage schedule for the Tool and Die Maker Apprentice will be as follows:

|                  |             |    |
|------------------|-------------|----|
| First 1000 hours | Job Class # | 2  |
| Next “ “         | Job Class # | 4  |
| Next “ “         | Job Class # | 6  |
| Next “ “         | Job Class # | 8  |
| Next “ “         | Job Class # | 10 |
| Next “ “         | Job Class # | 12 |
| Next “ “         | Job Class # | 14 |
| Final “ “        | Job Class # | 16 |

**In-School Training** – During the “in-school” training portion of the program, the apprentice will receive forty (40) hours pay at his standard hourly rate. The manpower training program also allows for mileage or living allowance which is assessed through the C.E.I.C. less any payments from government programs.

**Progress Appraisals** – All apprentices will be periodically appraised on their progress, based on “on-the-job” evaluation along with academic content evaluation. Any apprenticeship can be terminated at any time by the Company if performance and progress are not satisfactory.

**General** - All apprentices will be covered by the Collective Agreement in matters of employee relations, benefits, etc., except as outlined above. General wage increases will also be applied appropriately.

Amended this 1st day of May, 2001

## LETTER OF UNDERSTANDING

between

CAMBRIDGE BRASS, INC.

and

UNITED STEELWORKERS LOCAL 4045

May 1, 1995

### **Re: Lead Hands**

It is recognized that a lead hand employee has additional responsibilities of directing the work of a group of employees on other hourly rated production and maintenance jobs and performing some of the same work as that of the group being directed. The direction generally consists of activities such required to:

- Plan work to be performed by the group.
- Determine “on-the-job” working procedure in the case of repair and maintenance work.
- Arrange for necessary tools, supplies and facilities.
- Assign and instruct members of the group.
- Inspect, coordinate and record the work performed by the group.

Such direction does not include activities such as required to:

- Hire, promote, demote, harass, suspend or discharge members of the group.
- Represent the Company in handling employee grievances.
- Determine the schedules of hours, days and weeks during which members of the group shall work.
- Perform other generally accepted supervisory functions.

It is recognized that the lead hand will be paid two (2) job classes higher than the highest job that he / she is leading.

It is recognized that lead hands are selected exclusively by the Company. The Company and the Union will discuss lead hand difficulties.



Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

**LETTER OF UNDERSTANDING**

**between**

**CAMBRIDGE BRASS, INC.**

**and**

**UNITED STEELWORKERS LOCAL 4045**

Dear Sirs:

**Re: Off-Standard Hours**

The parties agree pursuant to Article 3.01(c) that off-standard hours may be scheduled for the following:

- Molten Metal Attendant
- Core machines and hydraulic machines start-up
- Shipping department
- Maintenance on the foundry for start-up
- Electrical Services Technician for start-up one half (½) hour
- CNC Turret Lathe Setter Operator
- Foundry Floater

Both parties agree that where there is a disagreement about the addition of a new classification to off-standard hours which goes to a third (3<sup>rd</sup>) party for resolution as per the Collective Agreement.

- Positions previously listed cannot be used as a precedent to justify the addition of further new classifications.
- If the arbitrator rules against the validity of adding the classification; the Company will reimburse the employee who performed the work a net amount of the overtime premium for the hours actually worked “off standard”.

Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

**LETTER OF UNDERSTANDING**

**between**

**CAMBRIDGE BRASS, INC.**

**and**

**UNITED STEELWORKERS LOCAL 4045**

May 1, 2013

Dear Sirs:

**Re: Article 8.04 (b) (iii)**

One management representative and one union representative will meet within two (2) months of a ratification to seek agreement on what credit, if any, shall be given for completed learner period(s) in one classification toward completed learner period(s) in another classification for pay purposes. Any learner credit for pay purposes shall only be given to an employee after he / she has been selected as the successful candidate to fill a learner vacancy.

This Letter of Understanding will be deleted six (6) months after the date of ratification of this Collective Agreement unless the parties agree otherwise.

**Re: Article 8.04 (1) (c)**

Where no applicant is qualified under 8.04 (b) (1), the Company will discuss its needs for a fully qualified person with the Union and the parties will seek agreement on an arrangement by which a learner can be trained to satisfy those reasonable needs.

The Company reserves the right to hire from outside when it determines that those reasonable needs cannot be met by training but agrees not to abuse this right.

Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

**LETTER OF UNDERSTANDING**

**between**

**CAMBRIDGE BRASS, INC.**

**and**

**UNITED STEELWORKERS LOCAL 4045**

**Re: Compassionate Care Leave**

The Company agrees to grant up to eight (8) weeks of unpaid leave if the employee qualifies for “Compassionate Care Benefits” under the Employment Insurance Act with the following understanding:

- (a) The employee provides to the Company a copy of the medical certificate required by the Employment Insurance Act.
  - i. Employee gives as much notice as possible of the period(s) of absence.
  - ii. The leave will not be in addition to any compassionate care leave provided by the Employment Insurance Act or any other applicable legislation.
  - iii. The last sentence of Article 22.01 of the Collective Agreement does not apply in this case.
  - iv. Seniority, pension entitlement, and insured benefits shall continue to accumulate during the period of such leave.

Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

**LETTER OF UNDERSTANDING**

**between**

**CAMBRIDGE BRASS, INC.**

**and**

**UNITED STEELWORKERS LOCAL 4045**

May 1, 2010

**Re: WSIB Claims**

If an employee's claim for WSIB is not approved after three (3) weeks of the application, the Company will pay the employee up to 66 2/3% of his wages for a maximum period of six (6) weeks. The employee will sign a direction to repay the Company the amount of monies paid by the Company.

Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

PENSION PLAN AGREEMENT

BETWEEN

CAMBRIDGE BRASS, INC.

AND

THE UNITED STEELWORKERS

Local 4045

May 1, 2013 - April 30, 2016

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## **PENSION PLAN AGREEMENT**

May 1, 2013

Details of the Plan described in the following pages comprise Appendix "A" of this Pension Plan Agreement, the text of which is as follows:

**THIS AGREEMENT** by and between

**CAMBRIDGE BRASS, INC.**

(Hereinafter referred to as the "Company")

And

**THE UNITED STEELWORKERS LOCAL 4045**

(Hereinafter referred to as the "Union")

made and entered into on October 2, 1959, amended June 6, 1966, April 11, 1969, May 1, 1971, June 26, 1973, September 5, 1975, June 3, 1977, June 29, 1978, May 27, 1980, May 1, 1983, May 1, 1985, May 1, 1987, May 1, 1989, May 1, 1992, May 1, 1995, May 1, 1998, May 1, 2001, May 1, 2004, May 1, 2007, May 1, 2010, May 1, 2013.

**WITNESSETH**

THAT, subject to securing and retaining the necessary approval of the Pension Plan by the relevant tax authorities, the Company agrees during the term of this Agreement and any renewals thereof, to provide for pensions to employees represented by the Union in accordance with the Plan attached hereto as Appendix "A" and made a part of this Agreement and referred to hereinafter as the "Plan".



This Agreement shall constitute the sole and exclusive agreement between the Company and the Union with respect to defined benefit pensions for employees of the Company in the bargaining unit for which the Union acts as the bargaining representative.

The performance of the terms of this Agreement and of the provisions of the Plan, or any dispute arising thereunder, shall not be construed or interpreted to be a violation of any of the terms of any other Collective Agreement between the Company and the Union, and are not subject to grievance procedure.

During the term of this Agreement, except as set forth herein, neither the Union nor any of its representatives shall demand any change in the Agreement or in the Plan or engage in or continue to engage in, or in any manner encourage or sanction any strike or other action which will interfere with the work or production at the plant of the Company for the purpose of securing any such change, nor shall the Company have any obligation to negotiate or bargain with the Union with respect to any of the provisions of the Plan.

The Company may make any modification, alteration or amendment to the Plan, retroactively or otherwise, as may be necessary to secure and retain approval by the Minister of National Revenue to maintain the qualified status of the Plan and the deductibility for income purposes of the Company contributions thereto, adhering as closely as possible to the intent of the Company and the Union as expressed in the Plan and in this Agreement. In the event of any withdrawal of such tax approval, the Company shall not discontinue the Plan until after thirty (30) days written notice to the Union.

This Agreement shall be effective on the first (1st) day of May, 2013 and shall remain in full force and effect until the thirtieth (30th) day of April 2016 and thereafter from year to year with the provisions that either party may give written notice to the other at least thirty (30) days but not more than ninety (90) days prior to the thirtieth (30th) of April, 2016 of their desire to terminate, modify, or amend this Agreement. If the parties are unable to agree on any proposed modification or amendment on or before the thirtieth (30th) day of April, 2016, then this Agreement shall remain in full force and effect thereafter subject to termination upon thirty (30) days written notice by either party to the other.

Duly executed by the parties hereto as of the first (1st) day of May, 2013.

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

**LETTER OF UNDERSTANDING**

**between**

**CAMBRIDGE BRASS, INC.**

**and**

**UNITED STEELWORKERS LOCAL 4045**

Dear Sirs:

**Re: Pension Plan**

As per our recent negotiations, the Company has committed itself to not observe a contribution holiday during the term of this Collective Agreement.

Yours very truly

**CAMBRIDGE BRASS, INC.**

**THE UNITED STEELWORKERS LOCAL 4045**

## **APPENDIX "A"**

### **PENSION PLAN FOR HOURLY RATED EMPLOYEES**

#### **After Amendments to May 1, 2013**

**A.01** Details of the Pension Plan for hourly rated employees which follow comprise Appendix "A" of the Pension Plan Agreement entered into between Cambridge Brass, Inc. and The United Steelworkers.

#### **A.02 TO BECOME A MEMBER**

Effective May 1, 2013, no employee shall become a member of the Defined Benefit Plan. All new employees hired will be enrolled in the Defined Contribution Plan.

#### **A.03 NORMAL RETIREMENT DATE**

Normal retirement date under the Plan is the first (1st) day of the month coincident with or next following the member's sixty-fifth (65th) birthday. This is the date on which the pension described in Clause A.05 will be payable. It will be payable by monthly instalments commencing at the normal retirement date and continue during the lifetime of the member.

#### **A.04 PENSIONABLE SERVICE**

Pensionable service is the total of the member's future service and past service which are determined as follows:

- (a) Past Service – is service with the Company credited for each year prior to June 1, 1980.
- (b) Future Service – represents continuous service with the Company subsequent to May 31, 1980, credited according to hours worked for which pay was received by a member during each pension year (June 1 to May 31). For the purpose of applying this paragraph:
  - (i) A member receiving pay for at least 1920 hours will be credited with a year of Pensionable Service. A member receiving pay for less than 1920 hours will be credited with one-twelfth (1/12) of a year for each 160 hours pay received.
- (c) When computing the hours for which pay has been received during each pension year after becoming a member, the following periods shall be included:

- (i) Statutory holidays, overtime hours
- (ii) Annual vacation
- (iii) For members who are Union officials, hours dedicated to union business, up to a maximum of 160 hours, to the extent that such member otherwise would have been scheduled to work.
- (iv) Any period of absence, up to a maximum of twenty-four (24) consecutive months, as a result of illness of the member or while a member is in receipt of Worker's Compensation benefits because of occupational injury or disease incurred in the course of employment with the Company to the extent that the member otherwise would have been scheduled to work.
- (v) Any period of parental, pregnancy or other leave for which pension benefit accrual is required pursuant to the Employment Standards Amendment Act, 2000 (Ontario) unless the member elects in writing not to have such period included.
- (vi) Notwithstanding the foregoing, a member will not be credited with pensionable service after his retirement date.

#### **A.05 MONTHLY PENSION**

The monthly pension payable to a member at his normal retirement date shall be the sum of:

- (a) \$17.00 for each year of pensionable service up to May 31, 1990, plus
- (b) Effective June 1, 2013, \$47.50 for each year of pensionable service from June 1, 1990.

However, for a member whose employment ceases on or after June 1, 2014, the monthly pension payable for each year of pensionable service after June 1, 1990. will increase to \$48.25 and, for a member whose employment ceases on or after June 1, 2015, the monthly pension payable for each year of pensionable service from June 1, 1990 will increase to \$49.25.

#### **A.06 DEFERRED PAYMENT**

A member may continue in service after normal retirement date. If retirement is deferred, the member will be credited with pensionable service during the period

of deferment. Payment of pension will be deferred until actual retirement. It will be payable in monthly installments during the lifetime of the member.

#### **A.07 EARLY RETIREMENT**

A member who has attained age fifty-five (55) may retire and take a smaller pension which will commence on the first (1st) day of the month following such early retirement. This pension will be based on the total pension to his credit at the time of early retirement, but reduced actuarially to reflect earlier pension payments. It will be payable by monthly installments during the lifetime of the member.

With effect from May 1, 2013, a member who has attained age sixty (60) and whose age (years and months) combined with his pensionable service total at least ninety (90) years shall be entitled to retire and receive his total credited pension, without reduction.

#### **A.08 TOTAL AND PERMANENT DISABILITY**

Total and permanent disability means any disability which due to bodily injury or disease permanently prevents a member from engaging in his occupation or employment with the Company for which he is qualified, provided that it does not arise from or consists of service in the armed forces of any country, wilfully self-inflicted injury, or engagement in a criminal enterprise.

If a member who has at least ten (10) years of pensionable service to his credit becomes totally and permanently disabled, he shall, provided he is not in receipt of Worker's Compensation payments, be eligible for retirement on a pension which would commence on the first (1st) day of the month following certification of total and permanent disability. This pension will be based on the total pension credited to him up to date of total disability. This pension will be payable by monthly instalments during the lifetime of the member. If a member who has retired on total disability returns to active employment, pension payments will cease.

If the member later retires his pension at that time will be the pension for pensionable service prior to the time of his disability retirement plus the pension for pensionable service subsequent to his return to employment. If such member does not return to active employment with the Company he will be entitled to benefits in accordance with Clause A.10 Termination of Employment in respect of pension for pensionable service prior to his date of total disability.

Total and permanent disability shall be certified in the first instance by a physician appointed by the Company. If the member wishes to have the decision reviewed he may submit to an examination by a physician of his own choice. If the finding of his physician is at variance with the Company's physician and this difference is not resolved by them, the two physicians shall appoint a third (3rd) physician, whose decision shall be final.

#### **A.09 SURVIVOR SPOUSE OPTION**

In lieu of the normal pension payable under the Plan a member may elect to receive a reduced pension during his lifetime with the provision that following his death after actual retirement a pension will continue to his surviving spouse. A member may make such selection only by completing the appropriate form in writing before pension commencement.

A surviving spouse option may be elected only with respect to a spouse to whom the member is married or in a common law relationship for at least three (3) years, or in a relationship of some permanence if they are the parents of a child, and not living separate and apart, at the date pension payments commence. In any event, if the member or his designated spouse died before the effective date of the election, the election shall be automatically cancelled.

The reduced pension payable to the member will be ninety (90) percent of the normal pension payable to the member minus one-half of one (1) percent for each full year by which the spouse is more than five (5) years younger than the member, or increased by one-half of one (1) percent (to a maximum of one hundred (100) percent) for each full year by which the spouse is older than the member. The pension payable during the spouse's lifetime after the death of the member will be sixty (60) percent of the member's reduced pension.

#### **A.10 TERMINATION OF EMPLOYMENT**

If any member has a break in continuity of service with the Company before normal retirement date and is not eligible for an early or disability retirement pension under the Plan, the member will be entitled to the pension credited for pensionable service up to the date of the break in continuity of service. The pension will be in the form of a pension commencing at normal retirement date.

#### **A.11 CONTINUITY OF SERVICE**

Continuity of service is considered to be broken when:

- (a) An employee voluntarily leaves the employ of the Company;

- (b) An employee is discharged for cause;
- (c) Due to layoff, a period of more than twenty-four (24) months has elapsed since an employee last worked for the Company;
- (d) If after a layoff he fails to notify the Company of his intention to return to work within three (3) working days and fails to return to work within five (5) working days after he has been notified to do so by the Company by registered mail to his last address listed on the Company's records;
- (e) Absence due to disability exceeds twenty-four (24) months except when absence results from occupational injury or disease incurred in the course of employment with the Company for which the employee is receiving Worker's Compensation;
- (f) An employee retires under the Plan or any other plan of the Company.

If an employee's continuity of service is broken and he is re-employed thereafter, he shall be considered a new employee for purposes of the Plan.

#### **A.12 CHANGE OR DISCONTINUANCE OF PLAN**

While the Company has every intention of maintaining the Plan in force in its present form the right is reserved to discontinue the Plan or suspend or amend it as permitted under the terms and conditions of the Pension Plan Agreement between the Company and the Union. If the Plan is amended, the benefits provided in respect of remuneration and service or membership prior to the date of amendment will not be adversely affected. Replacement of this Plan by another shall be considered as an amendment of the Plan.

Subject to the provisions of any relevant legislation and regulations thereunder, if the Plan is discontinued or suspended and is not replaced, the benefits provided in respect of remuneration and service or membership prior to the date of discontinuance or suspension will vest the members in the form of deferred life annuities payable from normal retirement date.

#### **A.13 PROVISION OF BENEFITS**

The Company will apply its contributions in accordance with the requirements of any relevant legislation and the regulations thereunder, and will fund all pensions, deferred life annuities and other benefits in accordance with the tests for solvency prescribed by such legislation and regulations.

Each member of the Plan will receive a copy of the Plan and amendments thereto which explain the rights and duties of members with reference to benefits and options available under the Plan.

#### **A.14 ASSIGNMENT OF BENEFITS**

The pensions and other benefits provided under the terms of the Plan are not capable of assignment or alienation and do not confer upon any member, personal representative or dependent, or any other person, any right or interest in the pensions and other benefits capable of being assigned or otherwise alienated.

#### **A.15 CASH SETTLEMENT IN LIEU OF SMALL PENSIONS**

Subject to any act or law governing the Plan, if the annual or total amount of pension payable under any provisions of this Plan is less than such threshold as calculated under the terms of the Plan and the act governing the Plan, the Company reserves the right to pay the commuted value in lieu of all pension payments.

#### **A.16 PENSION COMMITTEE**

Although the terms of the Plan are clearly stated in this booklet, discussions may be advisable concerning:

- (a) Eligibility of a member.
- (b) Future service credited to a member.
- (c) Past service credited to a member.

For this purpose, a pension committee of four (4) (two (2) representing the members, two (2) the Company) shall be formed.

If this committee is unable to resolve the matter under discussion they shall appoint a fifth (5th) person to bring about a decision.



**APPENDIX “B”**

**DEFINED CONTRIBUTION PENSION PLAN**

**FOR NEW EMPLOYEES**

**HIRED AFTER MAY 1, 2013**

Plan language in separate booklet.

An employee shall be eligible to join on successful completion of the employee’s probationary period.

The Company cannot terminate the plan without permission of the Union.

In the glossary of terms “employee earnings” for the purpose of the DC Pension Plan only, is to mean total amount paid by the employer to an employee in a pay period (prior to statutory deductions and income tax), including overtime and shift premiums, vacation pay and payment for statutory holidays.

| Pensionable Service         | Required Contributions |    | Additional Voluntary Contributions |          | Example with Maximum AVC by Employee |                | Maximum Employee Contribution | Maximum Employer Contribution | Combined Contribution |
|-----------------------------|------------------------|----|------------------------------------|----------|--------------------------------------|----------------|-------------------------------|-------------------------------|-----------------------|
|                             | EE                     | ER | EE                                 | ER Match | EE Contributes                       | ER Contributes |                               |                               |                       |
| Post-probation to 1.99 yrs. | 2%                     | 2% | 0 to 4%                            | 50%      | 4%                                   | 2%             | 6%                            | 4%                            | 10%                   |
| 2 or more yrs.              | 2%                     | 2% | 0 to 4%                            | 75%      | 4%                                   | 3%             | 6%                            | 5%                            | 11%                   |

## EXAMPLES OF PENSION CALCULATIONS

JOHN DOE — Hired September 1971:

1) Date of Retirement = June 1, 2013

|  |             |
|--|-------------|
| 09 / 71 – 05 / 90 = 225 mths x \$17.00 = | \$3,825.00  |
| 06 / 90 – 05 / 13 = 276 mths x 47.50 =   | \$13,110.00 |
| Per Year                                 | \$16,935.00 |

2) Date of Retirement = June 1, 2014

|  |             |
|--|-------------|
| 09 / 71 – 05 / 90 = 225 mths x \$17.00 = | \$3,825.00  |
| 06 / 90 – 05 / 14 = 276 mths x 48.25 =   | \$13,317.00 |
| Per Year                                 | \$17,142.00 |

3) Date of Retirement = June 1, 2015

|  |             |
|--|-------------|
| 09 / 71 – 05 / 90 = 225 mths x \$17.00 = | \$3,825.00  |
| 06 / 90 – 05 / 15 = 276 mths x 49.25 =   | \$13,593.00 |
| Per Year                                 | \$17,418.00 |

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QUALITY ALWAYS

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