

COLLECTIVE AGREEMENT

BETWEEN

CRANE VALVES

Brantford Plant
Brantford, Ontario

Hereinafter referred to as "the Company" of the First Part

AND

UNITED STEELWORKERS OF AMERICA

Local No. 7480

Hereinafter referred to as "the Union" of the Second Part

P R E A M B L E

The Company and the Union are committed to the fair administration of the collective agreement and understand the importance of providing our customers with quality products delivered on time.

ARTICLE 1 - RECOGNITION

- 1.01 a) The Company recognizes the Union as the bargaining agent for all regular plant, office, clerical and technical employees working at its plant and office situated at 254 Henry Street, Brantford, Ontario, save and except foremen, supervisors, persons above the rank of foreman and supervisor, MRP [Production] Planner, Master Production Scheduler, Inventory Analyst, Buyer/Purchasing Planner, Health and Safety Co-ordinator, Assistant Controller, Computer Programmer Analyst, Financial Analyst, one [1] Secretary to the Plant Manager and Controller, one [1] Secretary to the Personnel Supervisor, professional engineers, a Personnel Assistant, students employed during the school vacation period, students employed under a corporate, co-operative university or community college training programme (up to a maximum of four [4]

students at any one time, providing there are no employees on layoff from such classifications), and assistant foremen.

b) In the event that outside Sales Representatives are employed by the Company, they shall be excluded from the scope of the aforementioned bargaining unit in Clause 1.01a).

c) In the event that a Registered nurse and/or Registered Nursing Assistant, and/or First-Aid Attendant are employed by the Company, they shall be excluded from the scope of the aforementioned bargaining unit in Clause 1.01a), providing that the greater part of work they are assigned to perform relates to medical and paramedical functions and assignments associated therewith.

d) In the event that additional Personnel Assistants are employed by the Company, they shall be excluded from the scope of the aforementioned bargaining unit provided that the primary purpose of their work assignment is within the exclusions of the *Labour Relations Act*, Section 1(3)(b).

1.02 The words "employee" or "employees" as used in this Agreement shall mean only such employees as are included in the bargaining unit as defined in Clause 1.01a).

1.03 Prior to an employee described in Clause 1.01 performing any instruction or experimenting the Company shall inform the Union in advance of such work being done whenever possible.

1.04 Gender:

In this Agreement, words using the masculine gender include the feminine and neuter; the singular includes the plural, and the plural, singular where the text so indicates.

1.05 Upon request and this without prejudice to the Company's right as outlined in Clause 2.01 of the Collective Agreement, the Company is in agreement with advising the Union of any significant changes to its present subcontracting procedure.

1.06 Should the Crane Valves, Brantford operation move to another location within the Province of Ontario, the Company will recognize this agreement and recognize the Union as the sole bargaining agent.

ARTICLE 2 - MANAGEMENT OF THE PLANT

2.01 The Union recognizes that it is the Company's exclusive right to operate and administer its affairs, to direct the working force, to plan, direct and control operations, to schedule working hours, and the right to hire and select employees from any source, promote, demote and

transfer employees, suspend or discharge non-probationary employees for just cause, the right to establish and maintain reasonable rules and regulations covering the operations, a violation of which shall be among the reasons for discipline or discharge, and to release employees because of lack of work or for other reasons, the right to introduce new and improved standards or facilities, and to change existing production methods and facilities, the right to establish production standards, and to manage the operation in the traditional manner is vested exclusively in the Company, subject to the express provisions of this Agreement.

ARTICLE 3 - UNION MEMBERSHIP

- 3.01 All regular employees who are Union members at the signing of this Agreement shall, as a condition of employment, maintain their Union membership in good standing for the duration of this contract. New and rehired employees must become members of the Union following completion of their probationary period.
- 3.02 Dues are defined for the purpose of this Article as the regular Union dues in accordance with the International Union Constitution, and shall not include initiation fees or any other fees, assessments or dues for special purposes.
- 3.03 The Company will deduct from each pay cheque of all employees who have completed their probationary period, the regular monthly dues as prescribed by the Constitution of the Union.

The Company will remit such monies so deducted, by cheque prior to the fifteenth (15th) day of the month following, as directed by the Union, payable to the International Treasurer.

The Company will, at the time of making each remittance to the International Treasurer, United Steelworkers of America, P. O. Box 13083, Postal Station "A", Toronto, Ontario M5W 1V7 or to such other address as directed by the Union, supply a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month.

This statement shall also show the total gross earnings and the hours worked for each employee. Such statement shall also list the names of employees from whom no deductions have been made and the reasons why.

The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

The Company agrees to record total Union Dues paid by each employee on their T4 Tax

Receipt.

ARTICLE 4 - DISCRIMINATION

- 4.01 The Company and the Union agree that they will not discriminate against employees holding a Union position nor will they discriminate, coerce, restrain or influence any employee on account of Union membership or non-Union membership in any labour organization.
- 4.02 The Union agrees that there shall be no Union activity of any kind during the working hours or on the premises of the Company at any time, except as specified in this Agreement.
- 4.03 The Union, its members and/or its agents or officers shall not intimidate or coerce or attempt to intimidate or coerce in any manner whatsoever employees into Union membership.

4.04 Statement of Policy

Crane Canada and the United Steelworkers of America believe that no individual should suffer from or be exposed to discrimination or harassment at work based upon race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap contrary to the Ontario *Human Rights Code*, R.S.O. 1990, c. H.19, as amended, or because an employee holds a Union position. Harassment is a course of conduct or comment that offends or abuses a person on any of the grounds stated above, where such behaviour is known or ought reasonably to be known to be offensive and unwelcome.

Sexual harassment is a particularly objectionable type of discriminatory course of conduct or comment, which cannot be tolerated, as it represents an unwarranted intrusion upon a person's sexual dignity as a man or woman. Sexual harassment may take a variety of forms such as unsolicited or unwelcome gender based comments, gestures, and physical contact, or the control or alteration of working conditions so as to coerce submission to sexual advances.

In order to ensure the consistent application of this policy, it is both the right and the responsibility of any employee who believes that he/she has been subjected to discrimination or harassment as defined above to immediately report such concerns to the designated representative. The Company will advise the designated Union representative of such allegation.

All allegations will be fully investigated in a confidential manner. The complainant will be advised of the results of the investigation.

Any employee who, as a result of a full investigation, is determined to be in violation of this policy may be subject to disciplinary action, up to and including discharge from employment.

The Company and the Union will discuss the establishment of a mutually acceptable procedure

for investigation and resolution of allegations of discrimination or harassment. A mutually agreeable 3rd party will be selected for the purpose of investigating allegations at the plant.

In addition to the investigative procedure established, the following appeal procedure is established in the event that an allegation is not satisfactorily resolved -

1) The employee who claims a personal violation of the Policy may, within thirty [30] days of the date he/she is advised of the results of the investigation, appeal the allegation in writing to the two [2] person "Appeal Committee" as established hereinafter. The Committee will, as soon as possible, following receipt of the written appeal, meet and review the facts pertaining to the allegation. The "Appeal Committee" may, at their discretion, seek any additional pertinent information by interviewing the complainant and other employees at the plant location. The Committee may attempt to resolve the allegation by suggesting a course of action to the appropriate Company and Union designated representatives. In the event that the allegation is not resolved in this manner, the Committee will prepare and issue a report of their findings and recommendations. Such report will be issued in confidence to the Company designated representatives who shall endeavour to resolve the allegation with the complainant and the plant management. In the event that the matter continues to be unresolved, the management of the plant will determine whether an employee has been in violation of the Policy and what appropriate disciplinary action will be taken. Nothing herein precludes or limits the employee's entitlement to pursue a complaint through the grievance procedure with regard to any disciplinary action taken against them.

2) The "Appeal Committee" will be composed of one [1] person designated by the U.S.W.A. District 6 Director and one [1] person appointed by the Company. The two [2] persons so appointed will remain the permanent appeal committee to investigate and attempt to resolve all appeals.

3) The Union and the Company may substitute another person as their permanent designated appeal committee member, but it is intended by both parties that their designated member be appointed on a long term basis where possible.

It is understood and agreed that this is to investigate and resolve discrimination or harassment complaints, and does not deny any employee from pursuing his/her complaint through the applicable legislative procedure. The internal procedure is intended as an alternative process, which the individual may elect at his/her option. It is further understood that any complaint pursued through the internal procedure shall not be arbitrable, nor shall any documents, reports, discussion or information arising out of or during the procedure be introduced as evidence or referred to in any other legislative procedure.

ARTICLE 5 - UNION STEWARDS

5.01 The Company acknowledges the right of the Union to appoint one [1] steward for each department, plus one [1] for the afternoon shift and one [1] for the third shift if implemented. Those departments with over forty [40] employees shall have one [1] additional steward. The Union shall further be entitled to appoint one [1] Chief Plant Steward. Each steward at the time of his/her appointment must have completed one [1] year of seniority. Stewards shall be held responsible for the same quality and quantity of work, while on the job, as other employees. The duty of such stewards shall be to represent the employee in dealing with complaints, and working conditions. Also, the processing of grievances as outlined in the grievance procedure.

5.02 Departments of the Plant are:

- a) Foundry;
- b) Machine Shop/ Assembly
- c) Warehouse; and
- d) Skilled Trades

5.03 (a) The Union shall be entitled to appoint a Grievance Committee of four (4) members (such four to include the local President) for the purpose of processing grievances for employees covered by this Agreement.. Each Member of the Grievance committee must have completed one (1) year of seniority prior to his/her appointment as a Committee member.

(b) The Union shall be entitled to appoint three (3) members to the Plant Safety and Health committee. Each member so appointed by the Union must have completed one (1) year of seniority prior to his/her appointment as a Safety and Health committee member. All members of the Plant Safety and Health Committee shall be certified at the Company's expense. The intent is to accomplish this within six [6] months of contract renewal, if possible.

5.04 The Plant Safety and Health Committee, together with the Company representatives delegated by the Plant Manager, shall hold monthly safety meetings, and safety inspection tours of the plant, office and warehouse arranged by the Company. Copies of minutes will be distributed to all members of the Committee. The function of the Safety and Health Committee shall be to advise the Plant Management concerning safety and health matters, but not to handle grievances.

There shall be an additional Health and Safety Representative for the Afternoon Shift. and the warehouse.

5.05 The Union will inform the Company in writing of the names of the Stewards, members of the Grievance Committee, Plant Safety and Health Committee and of any other committees recognized by the Company, and any subsequent changes in such names. The Company will not be required to recognize any of the above names until such notification from the Union has been received.

5.06 Stewards, members of the Grievance Committee, Plant Safety and Health Committee and of any other committees recognized by the Company shall report to and obtain permission from their supervisor, whenever it becomes necessary to leave their work, for the purpose of carrying out any duties in relation to such committee function. Such permission will not be unreasonably withheld. The Steward and other committee members who are privileged to take up Union business in a department other than their own department must also obtain prior permission of the supervisor of that department; such permission will not be unreasonably withheld. The Steward and other committee members shall report back to their supervisor at the time they return to work.

5.07 Local Union Executive Officers, Stewards and other recognized Committee Members who are required to attend to Union business with the Company on the Company premises during Company time shall do so without loss of pay.

Local Union Executive Officers, Stewards and other recognized Committee Members may attend to Union business not required by the Company to a maximum of one [1] hour per day to a maximum of two and one-half hours [2-1/2] hours in any two [2] calendar week period for each person, without loss of pay. The Union President and Grievance Committee Chairperson may attend to Union business a maximum of three [3] hours per week. The requirements of Clause 5.07 shall apply.

5.08 The Union will be allowed to post, on bulletin boards as provided by the Company, notices regarding meetings and matters pertaining only to the Union. Before posting, all such notices must be approved by the Plant Manager or his/her representative with understanding stamped approval on back is not visible when posted.

5.09 It is agreed that the Union shall not distribute or cause to be distributed any hand bills, pamphlets, literature or Union information on Company premises or time, except for arrangements agreed to between the Union and the Company.

ARTICLE 6 - SAFETY AND HEALTH

6.01 The Company and the Union agree to work toward the goal of implementing and maintaining the standards of Health and Safety required to prevent occupational disease and industrial injuries in the plant. In this regard, the parties agree that their respective representatives shall act in a co-operative and a reasonable manner so as to further health and safety. The Company and the Union agree to comply with the regulations of all Federal and Provincial legislation that deals with health and safety including the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and applicable regulations, as amended.

- 6.02 The Company and the Union will co-operate in the continuing objective to eliminate accidents and health hazards.
- 6.03 Personal and protective equipment and devices will be provided by the Company and maintained by the Company as outlined in Section 25 of the Ontario *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, and any applicable regulations, as amended.
- 6.04 All employees will be required to wear safety boots as a condition of employment. The Company will pay the cost of such boots up to a maximum of \$130.00 per employee per calendar year.

The employee may purchase as many pairs as they wish but the maximum amount the Company is required to reimburse to each employee will be \$130.00 per calendar year.

Safety glasses will be provided to all employees and will be worn where required.

- 6.05 The Company will pay 100% of the cost of C.S.A. approved prescription safety glasses and standard safety frames, purchased through the Company safety glasses vendor. Referral to be provided by Human Resources Department, subject to Clause 6.06.
- 6.06 Prescription safety glasses purchased through the Company safety glasses vendor damaged on the job will be replaced by the Company at no cost to the employee. Prescription safety glasses will be otherwise replaced, if necessary, every two [2] years unless the Company is provided with medical verification of a substantial change in prescription that would justify replacement of the glasses. Referral to be provided by Human Resources Department.
- 6.07 The cost of safety boots and prescription glasses will only be paid by the Company on the completion of an employee's probationary period.
- 6.08 Right to refuse or stop work where health or safety is in danger.
- a) A worker may refuse to work or do particular work where he/she has reason to believe that:
- 1) Any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself/herself, or another worker;
 - 2) The physical condition of the workplace or the part thereof in which he/she works or is to work is likely to endanger himself/herself; or
 - 3) Any equipment, machine, device or thing he/she is to use or operate or the physical condition of the workplace or the part thereof in which he/she works or is to work is likely to endanger himself/herself, or another worker.

b) Upon refusing to work or do particular work, the worker shall promptly report the circumstances of the refusal to the Company representative and/or supervisor who shall forthwith investigate the report in the presence of the worker and, if there is such, in the presence of one of:

- 1) A committee member who represent workers, if any;
- 2) A health and safety representative, if any; or
- 3) a worker who because of knowledge, experience and training is selected by the union.

who shall be made available and who shall attend without delay.

c) Until the investigation is completed, the worker shall remain in a safe place near his/her workstation.

d) Where, following the investigation or any steps taken to deal with the circumstances that caused the worker to refuse to work or do particular work, the worker has reasonable grounds to believe that,

- 1) the equipment, machine, device or thing that was the cause of his/her refusal to work or do particular work continues to be likely to endanger himself/herself, or another worker;
- 2) the physical condition of the workplace or the part thereof in which he/she works continues to endanger himself/herself; or
- 3) any equipment, machine, device or thing he/she is to use or operate or the physical condition of the workplace or the part thereof in which he/she works or is to work is in contravention continues to be likely to endanger himself/herself, or another worker. The worker may refuse to work or do the particular work.

If the services of the Ministry of Labour investigator are no longer available for prompt response to issues as outlined in subsection 4, the Company and Union will agree upon alternate means to secure a timely independent safety evaluation.

e) An investigation will be made of the refusal to work in the presence of the employer or a person representing the employer, the worker, and if there is such, the person mentioned in clause (d)(1), (2) or (3).

f) Following the investigation, a decision will be made whether the machine, device, thing or the workplace or part thereof is likely to endanger the worker or another person.

g) Pending the investigation, the worker shall remain at a safe place near his/her work station during the worker's normal working hours unless the employer, subject to the provisions of a collective agreement, if any,

- 1) assigns the worker reasonable alternative work during such hours; or

2) where an assignment of reasonable alternative work is not practicable, gives other directions to the worker.

h) Pending the investigation, no worker shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or in the part of the workplace being investigated unless the worker has been advised of the other worker's refusal and of his/her reasons for the refusal.

i) The person must be:

- 1) a committee member who represents workers;
- 2) a health and safety representative; or
- 3) a worker who because of his/her knowledge, experience and training is selected by the union that represents the worker or, by the workers to represent them.

j) A person shall be deemed to be at work and the person's employer shall pay him at the regular or premium rate, as may be proper, for the time spent by the person carrying out the duties under subsection f).

ARTICLE 7 - STRIKES AND LOCKOUTS

7.01 The Union agrees that during the term of this Agreement, there shall be no strikes, sit-downs, work stoppages, slowdowns, or suspension of work, either complete or partial, for any reason by any employee or employees. There shall be no lockout by the Company.

7.02 Any employee who participates in any interruption of work, work stoppage, strike, slowdown, or sit-down, may be subject to discipline by the Company.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The difference of interpretation or violations of any one of the stipulations of this Agreement or any complaint or disagreement by the Company or by the Union, or by any employee covered by this Agreement, shall be considered the basis for a grievance.

Step 1: The employee concerned, alone or accompanied by his/her department steward, must submit his/her grievance, in writing, to his/her Supervisor or his/her representative within ten [10] working days from the date of the alleged violation of this Agreement, or from the date the alleged violation of this Agreement became known to the aggrieved employee. The Supervisor shall render a written decision within five [5] working days of the grievance being submitted to

the Supervisor.

Step 2 : If the Supervisor fails to answer the grievance within the time limit set forth in Step 1, or if the answer is unsatisfactory, the aggrieved employee, accompanied by a Grievance Committee Member, shall within five [5] working days of receipt of the Step 1 answer or within five [5] working days of expiry of the time limit for that answer, whichever is earlier, meet with the Manager of Human Resources or her representative. At this time, the grievance must be submitted to the Company in writing. A written decision must be rendered by the Manager of Human Resources or her representative within three [3] working days after the grievance is received by the Manager of Human Resources.

Step 3 : If the Manager of Human Resources or her representative fails to answer the grievance within the time limit set forth in Step 2, or if the answer is unsatisfactory, the aggrieved employee or the Grievance Committee shall within five [5] working days of receipt of the Step 2 answer or within five [5] working days of expiry of the time limit for that answer, whichever is earlier, refer the grievance in writing to the Plant Manager or his/her representative. After the grievance has been referred to the Plant Manager or his/her representative, the International Staff Representative may be present at this meeting if requested by the Grievance Committee. The aggrieved employee is to be present at Step 3 if requested by either the Union or the Company. A written decision must be rendered by the Plant Manager or his/her representative within five [5] working days of that meeting with the Grievance Committee.

- 8.02 An employee must obtain prior permission from his/her Supervisor if he/she intends to spend time with a Union steward or the Grievance Committee in respect to a complaint. Such time spent by the employee will be paid for at the discretion of the Company.
- 8.03 An employee will be granted permission, subject to Clauses 5.07 and 8.02, to have his/her Union steward present at any performance review or discipline meeting called by the Company.
- 8.04 The Grievance Committee and an accredited representative of the Union will meet with the Company on a monthly basis, if necessary, in an effort to adjust Step 3 employee grievances as quickly as possible.
- 8.05 Policy or group grievances initiated by the Company or by the Union will be originated at the third step of the grievance procedure.
- 8.06 Grievances dealing with discharge shall commence with the third step of the grievance procedure.
- 8.07 The time limits foreseen at the various steps of the grievance procedure may be extended by mutual consent in writing by both parties.

- 8.08 Failing a satisfactory settlement, the Union and/or the Company may be afforded the opportunity at this point to choose mediation or expedited arbitration. Expedited arbitration for the purposes of this clause, shall mean a twenty-one[21] day turnaround, with no legal counsel, and a mutually agreed upon arbitrator. If mediation is chosen, and there is no resolution, the next course of action can only be non-expedited arbitration.

ARTICLE 9 - ARBITRATION

- 9.01 It shall be the responsibility of the party desiring arbitration to so inform the other party in writing within ten [10] working days after the Plant Manager or his/her representative rendered a Step 3 decision or within ten [10] working days after the expiry of the time limit for that decision, whichever is earlier. At this time the notice must state in what respect the Agreement has been alleged to be violated or misinterpreted with reference to the specific clause or clauses relied upon and the nature of the relief or remedies sought.

- 9.02 The Company and the Union will establish a list of Arbitrators whom they agree will be approached in rotation order to hear any cases, which may arise during this Agreement. Should the Arbitrator at the top of the list be unwilling or unable to hear the case within twenty-one [21] days or such longer period of time acceptable to both parties, his/her name will be placed at the bottom of the list and the next person named shall be approached on the same basis and so on until one able and willing to act has been determined.

If the Company and the Union are unable to agree upon an Arbitrator within ten [10] working days of the serving of notice, the Minister of Labour for the Province of Ontario will be requested to appoint one.

- 9.03 The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall be restricted in its award to the provisions of this Agreement and shall not in its award add to, delete from, or otherwise change any provisions of this Agreement.
- 9.04 Each party will equally bear the fees and expense of the Arbitrator. Any witnesses called by the parties will be at their individual expense.
- 9.05 Any extension of any time limits may be made by either party by mutual consent in writing or by the Arbitrator who will advise the parties in writing.
- 9.06 The Company and the Union agree that the following is the list of Arbitrators referred to in Clause 9.02:

Professor W.B. Rayner
Faculty of Law
University of Western Ontario
London, Ontario N6A 3K7

Mr. P. John Brunner
Barrister and Solicitor
Suite 200 ,
15 Hazelton Avenue
Toronto, Ontario M5R 2E1

Mr. Martin Teplitsky, Q.C.
Barrister and Solicitor
70 Bond Street
Toronto, Ontario M5B 1X3

ARTICLE 10 - DISCHARGE OR SUSPENSION CASES

- 10.01 Any non-probationary employee who has been found to be discharged or suspended without just cause and who is reinstated as a result of a grievance or arbitration procedure shall not lose his/her seniority rights and shall be reimbursed for loss of earnings resulting from such discharge or suspension, or any other decision as determined by the Arbitrator.

ARTICLE 11 - PROBATIONARY PERIOD, CLASSIFICATIONS AND LEVELS

- 11.01 a) New employees shall be considered probationary for a total of three hundred and twenty [320] hours actually worked, including overtime after which their seniority rating shall be dated from their original hiring date.
- b) During their probationary period, they shall be subject to release by the Company at any time and further, the Company will have no responsibility for reemployment of probationary employees if they are laid off.
- c) If a probationary employee who has been laid off due to lack of work is rehired by the Company within four [4] consecutive months of his/her layoff date, the number of days he/she actually worked prior to his/her layoff will be applied to his/her rehiring date, for purposes of his/her probationary period and his/her original hiring date.

- 11.02 The purpose of the job levels shown in Schedule "A" is to promote improved flexibility, job

security and more varied and interesting job functions by providing cross training and job rotation by Level 1 (Utility) positions within and across job levels, wherever feasible.

- 11.03 Training opportunities within the Level 1 (Utility) classification will be governed by seniority; however, the amount of training and the timing will be governed by production requirements. Upon completion of cross training employees will be rotated based on production requirements in a manner that will maximize each employee's exposure to all jobs within the Level 1 (Utility) classification.

- 11.04 All employees hired prior to April 1, 1994 shall be entitled to maintain the specific job classification listed under Level 1 (Utility) in Clause 14.04 c) that they held at the signing of this Agreement. New employees hired into any of those classifications after April 1, 1994 shall be considered to be Level 1 (Utility) employees.
- 11.05 When it becomes necessary to create new job levels or classifications or because of substantial change in the type or value of work performed within the job level, the Company will establish a new rate of pay after consultation with the Union and subject to the grievance procedure. The new rate will be based on the relationship of the new job level or classification to related or similar job levels or classifications then presently in existence and will include consideration of the pay equity work value criterion.

ARTICLE 12 - SENIORITY

- 12.01 The term "seniority" as used herein shall mean accumulated service calculated from the employee's original hire date.
- 12.02 For the purpose of seniority, the length of service shall be calculated in terms of years, months, weeks and days.
- 12.03 The seniority list as posted at the start of this Agreement will be the official seniority list. When new employees are hired they will be given a number by the Company when the decision is made to hire and if more than one person starts their employment on the same day their seniority will be based on the numbers given to them at the time of hire. The employee with the lower number will rank ahead of any other employees hired on the same day.
- 12.04 An employee will lose his/her seniority and his/her employment will be terminated for any of the following reasons:
- a) If he/she voluntarily quits.
 - b) If he/she is discharged, subject to the employee's right to grieve under Clause 8.06.
 - c) If an employee is absent for three [3] consecutive working days without notifying the Company and without just cause for his/her absence.
 - d) If an employee is retired under the Pension Plan referred to in Article 35 of the Collective Agreement.

e) If an employee has been laid off due to lack of work and does not return to work on the third [3rd] working day after being contacted personally. Each employee will be contacted personally to return to work. When the employee cannot be contacted, the Company will provide written notice to the employee by registered mail or courier to his/her last known address and he/she will be allowed no more than two [2] working days from receipt of such notice to report for duty.

Employees who notify the Company of their intention to go on vacation, and of the duration of that vacation, will be exempt from this provision until they return from vacation, provided that written approval for such vacation is obtained from the Company in advance of the vacation being taken and provided that the employee returns from vacation on the specified date.

If an employee is at work with another employer he/she will not lose his/her seniority under this provision if he/she reports for work with the Company on the first scheduled day of the work week next following his/her notice of recall.

f) If an employee overstays an approved leave of absence without receiving an extension in writing of such leave of absence, a copy of which will be sent to the Union.

g) If an employee with less than one [1] year seniority at the time of layoff is laid off due to lack of work for a period extending beyond twelve [12] consecutive months; an employee with one [1] year but less than ten [10] years seniority at the time of layoff for a period extending beyond eighteen [18] consecutive months; an employee with ten [10] or more years seniority at the time of layoff for a period extending beyond twenty-four [24] consecutive months.

h) If an employee is absent for a period exceeding eighteen [18] consecutive months on account of illness; this period is extended to twenty-four [24] consecutive months if the employee has ten [10] or more years of seniority at the date of commencing the absence. Provisions of Bill 99 (W.S.I.B) to apply in the event of absence due to compensable injury.

It shall be the responsibility of the employee to notify the Company in writing promptly of any change in their address. If an employee fails to do so, the Company will not be responsible for failure of a notice to reach such employee.

12.05 If an employee is transferred to a position outside the bargaining unit, a notice of which shall be sent to the Union, he/she may, at the discretion of the Company, be transferred back to the bargaining unit with full Company seniority at any time within six [6] months for all employees.

- 12.06 a) When qualified junior employees are available, from the regular work force, the Company will give preference of choice of shifts to employees with the greatest seniority in each separate department; except in relation to the Level 1 (Utility) classification in which event the Company will give preference of choice of shifts to employees with the greatest seniority in that classification.

Any employee may request a shift change with the understanding that he/she will remain on that shift for a minimum of six [6] months

- b) Members of the Union Executive Committee, President, Vice President, Recording Secretary, Financial Secretary and Treasurer (maximum five [5]) will be assigned day shift work, consistent with the Company's right to maintain a work force of employees who have the ability and qualifications to perform the work that is available.

12.07 Team Leader:

Both the Company and the Union agree that, since this position is to be selected at the discretion of the Company [as was negotiated], the individual(s) chosen are not entitled to any special consideration with respect to seniority.

That is, for purposes of layoff, recall and shift preference, the team leader will be considered to be in the classification which he/she occupied at the time he/she was selected.

ARTICLE 13 - PLANT-WIDE SENIORITY

- 13.01 An employee's plant-wide seniority will apply for the purposes of layoff, recall and job posting under the provisions of Articles 14, 15 and 17.

ARTICLE 14 - LAYOFF

- 14.01 When it is necessary to reduce the work force, seniority will be the guiding factor, consistent with the Company's right to maintain a work force of employees who have the ability, qualifications and are willing to perform the work that is available, and who accept the rate of the job.

- 14.02 Where the work force is reduced, students are laid off first, then probationary employees.

- 14.03 a) Where a surplus of employees develops because of a reduction of work requirement in

any classification, the junior employee will be removed from that classification to the extent necessary and be placed by the Company in the previous classification obtained either on hiring or through job bidding which was permanently held by such employee, resulting in the layoff of the most junior employee in that classification. The employee affected by such displacement will displace in a similar manner. For employees hired prior to April 1, 1994 only, where there are no junior employees in such classification or no previous classification exists for such employee, he/she shall be placed by the Company in any job in his/her department for which he/she has the ability, qualifications and seniority, created by the layoff of the most junior employee in the department. An employee displaced from his/her department will be placed by the Company in any job in the plant for which he/she has the ability, qualifications and seniority, created by the layoff of the most junior employee in the plant.

b) Any employee displaced as described above may elect to displace a more junior employee in the Level 1 (Utility) classification.

14.04 a) For the purpose of layoff, a junior employee in the Level 1 (Utility) classification shall not be retained over a more senior employee in a specific classification.

b) No employee shall be entitled to displace an employee in a job level higher than from which he/she was removed, unless he/she held the position permanently through job posting or hiring and he/she is able to perform the full duties of the classification upon entering it.

c) OPEN JOBS

The job classifications specified below are considered "open jobs" for which previous experience and qualifications are not required for the purpose of Clause 14.03 a).

Level 1 (Open)

Maintenance Helper
Cutting Wheel Operator
Janitor
Utility
Tool Sharpener

Level 1 (Utility)

Core Cleaner
Grinder
Trim Press Operator
Wheelabrator Operator
Assembly & Test

d) Employees lacking sufficient seniority to displace another employee or who are not qualified to displace a less senior employee, shall be laid off.

- e) An employee may elect layoff rather than exercise bumping rights consistent with the Company's right to maintain a work force of employees who have the ability and qualifications to perform the work that is available. [Subject to Employment Insurance legislation.]
- 14.05 When a department is closed for vacation and for the purpose of taking inventory, the provisions of Clauses 14.01, 14.02, 14.03, 14.04, and 14.08 will not apply.
- 14.06 If no work is available for any reason beyond the control of the Company, such as fire, lack of power or an Act of God, the provisions of Clauses 14.01, 14.02, 14.03, 14.04 and 14.08 will not apply for five [5] calendar days.
- 14.07 In the event of a 50% or more reduction in the work force in any department, an employee affected by the reduction may be laid off for a maximum period of five [5] working days without recourse to seniority, except that the most senior employee affected will be placed by the Company in an open job being performed in the plant at the time of such reduction, provided they have the occupational qualifications and have more seniority than such employees in the open job. In such case employees in the open job affected will be laid off under Clause 14.07. It is understood that no employee will lose more than five [5] working days through application of this clause in any seven [7] month period. It is further understood that the junior employee in the classification affected will be the employee laid off. It is also understood that the provisions of 14.08 will not apply for five [5] working days.
- 14.08 A regular employee at work who is to be temporarily laid off from the plant will be so notified by the Company at least two [2] normal scheduled days (see Article 20.05) before the layoff takes effect; or shall be paid in lieu thereof. In cases of permanent layoff, shall be in accordance with the *Employment Standards Act*. The Company will verbally notify employees to be laid off and post a list of their names on the plant notice boards. A copy will be forwarded to the Financial Secretary, and five [5] copies to the Union President.
- 14.09 The Company agrees to accord a preferred seniority status during periods of layoff and recall, as long as work is available for which they have the ability and qualifications, to members of the Union Executive Committee (maximum five [5]), plus the Chief Steward, the designated ChairPerson of the Plant Safety and Health Committee, who is certified, and members of the Grievance Committee for the purpose of insuring that the Union shall have proper representation.

The preferred seniority status for the above-mentioned Officers and Committee members shall be plant wide. If no such work is available for such Union Officers and Committee members in their own department, they shall be permitted to replace junior employees elsewhere in the plant. If no such work is available, they shall be subject to the provisions of Article 14.

Stewards shall be accorded preferred seniority status in their own departments as long as there is work available for which they have the ability and qualifications. If no such work is available, they shall be subject to the provisions of Article 14.

Employees who are on layoff and have recall rights will be returned to work within five [5] working days after the Company has been notified in writing by the Union that they have been elected to one of the preferred seniority positions listed in this Clause as long as work is available for which they have the ability and qualifications as outlined above.

Whenever the Union finds it necessary to substitute another person for one then having preferred seniority in order to fill a vacancy the Union shall fill that vacancy from among those persons actively employed. The Union shall notify the Company in writing of any such changes.

Any person whose preferred seniority status has ceased by application of this Clause shall resume their regular seniority status.

ARTICLE 15 - RECALL

- 15.01 Recall of employees after layoff will be in the reverse order of layoff, as outlined in Clause 14.01.
- 15.02 Any employee who refuses a recall to an available job he/she is qualified to perform, in the classification to which he/she was assigned prior to the layoff, will lose his/her seniority.
- 15.03 The Company may take reasonable steps necessary to fill a vacancy on a temporary basis, while the formal recall provisions of contacting and arranging for the return to work of the eligible employee are being complied with.
- 15.04 An employee having elected layoff rather than exercise bumping rights will only be eligible to recall to the classification he/she was declared surplus from at the time of layoff.
- 15.05 An employee who is accepted into an apprenticeship or training programme foregoes any previously existing recall rights to other job classifications, and during the training programme, foregoes the rights to bid into other classifications.

ARTICLE 16 - TEMPORARY TRANSFER

- 16.01 An employee temporarily assigned at the direction of the Company to a classification other than

his/her regular classification shall be paid his/her regular base hourly rate of pay or the

rate of the job to which he/she is transferred, whichever is higher.

16.02 A transfer shall be considered temporary provided it does not exceed thirty [30] working days and during this period will not be subject to the seniority provisions of this Agreement. If such transfer exceeds this period, the job will be posted.

16.03 a) Vacant jobs created as a result of illness, occupational accident or leave of absence shall not be posted as permanent vacancies and may be filled at the discretion of the Company on a temporary basis for the duration of the illness, occupational accident or leave of absence. Such job vacancies will not be subject to the seniority provisions of this Agreement during this period.

b) Where the Company has been advised that an employee will be absent for more than thirty [30] consecutive days due to illness, occupational accident or leave of absence, and it is necessary to fill the position for that period, the Company will post the position as a temporary vacancy and will fill it using the same criteria as outlined in Article 17, however, the job vacated by the successful bidder will be filled at the discretion of the Company. Should the temporary vacancies become permanent, both will be posted according to Article 17.

16.04 Where practical, an honest attempt will be made by the Company to offer temporary transfer opportunities to senior qualified employees where higher earnings or training opportunities are available. Should a senior qualified employee decline, a junior qualified employee will be transferred.

Ability obtained in a job classification by a junior employee, as a result of temporary transfers, will not be used against a more senior employee who bids on a job posting for the same classification, where such ability is the only difference in ability and qualifications between the two employees, provided that the more senior employee has not repeatedly refused temporary transfers to that classification. The parties agree that the Company may consider such repeated refusals in the application of Clause 17.03 a) of the Collective Agreement.

The Company agrees to provide written notice to the Chair of the Grievance Committee of temporary transfers refused by senior employees at the time that such transfers are refused.

A temporary transfer may be extended beyond the limits specified in Article 16 of the Collective Agreement by mutual agreement between the Company and the Union. Such agreement by the Union will not be unreasonably withheld.

16.05 Back-Up Classification

a) The company agrees to train two[2] back-up people per shift for the Sintos

classification and two[2] back-up people per shift for the Furnace classification. Selection as per Article 17.

b) The trained back-up people will receive the following pay adjustment while filling the respective back-up classification;

- | | |
|-----------------------------|-----------------|
| 1) Sintos Operator Back-Up | \$0.50 per hour |
| 2) Furnace Operator Back-Up | \$0.75 per hour |

When the employee is transferred to perform the Sintos or Furnace work, he/she will receive the applicable rate as per Schedule A.

c) The back-up classification is an addendum to the person's current position. Example: Grinder/Back-Up Sintos. This will afford preferential seniority status to this person within their regular classification and shift.

d) An individual employee can only hold one addendum back-up classification at any time.

ARTICLE 17 - JOB POSTING

17.01 If a permanent job vacancy exists, or new classifications are created, such openings shall be posted on a notice board for a period of three [3] working days, a copy of which will be supplied to the Union, during which time regular qualified employees, employees on layoff, weekly indemnity, vacation or workers compensation will be permitted to bid on the vacancies provided they are able to claim the job within fifteen [15] calendar days or on a date mutually agreed upon by the Company and the Union. If the successful bidder is unable to claim the job within the fifteen [15] calendar days, the job will be awarded to the next most senior qualified employee who had bid on the job.

The Company shall provide the Union with a list of all applicants including the successful applicant and the reason for the selection. The name of the successful applicant will be posted within three [3] working days.

The successful applicants will normally be moved to their new classifications within five [5] working days after completion of all posting procedures necessary to fill a vacancy. Successful applicant to a position where formal training is required will be paid the new classification rate upon successful completion of formal training. Successful applicant to a training programme, unable to attend training due to sickness or accident, will be considered for the next scheduled training session and will be paid the new classification rates upon successful completion of formal training if applicable to the posting or upon start of training for any of the other training programmes. When an employee is retained in his/her old position beyond this period for

Company convenience, the employee will be paid his/her new classification rate or his/her present rate, whichever is higher.

17.02 An employee shall be permitted to bid for a lower, higher or lateral classification; however, an employee who bids for and is accepted in a lateral or lower classification for reasons other than:

- a) to enter a formal job training programme; or
- b) inability to continue in his/her present classification because of health reasons,

will not be eligible to apply for another such job for a period of six [6] months.

It is understood that new employees will be classified by the Company upon completion of their probationary period, and such employees will only be entitled to apply for a job vacancy after having completed four [4] months of service with the Company.

17.03 Employees bidding for a permanent job vacancy shall be considered by the Company on the following factors at the time of job posting:

- a) Ability, qualifications.
- b) Length of continuous service.

Where factors in a) are relatively equal, then b) will apply.

17.04 Employees reclassified as a result of job bidding may be removed from such job at any time within thirty [30] days of actual work after such reclassification. Such employee will be returned to their former classification (subject to the provisions of Clause 14.03 of this Agreement).

During that same period, consideration will be given to employees requesting to be removed from such job at any time within thirty [30] days of actual work after such reclassification for job related medical reasons supported by a medical certificate or for other valid reasons. Such employee will be returned to their former classification (subject to the provisions of Clause 14.03 of this Agreement).

17.05 When a vacancy occurs in a specific job classification listed under Level 1 (Utility) in Clause 14.04 c), the specific job classification will be posted. Only employees hired prior to April 1, 1994 will be eligible to bid on these jobs. If the vacancy is not filled, the Company may choose to post a Level 1 (Utility) position.

17.06 For purposes of promotion, the Level 1 (Utility) position will not be a prerequisite for

advancement through job posting.

- 17.07 Nothing contained in this Article shall be construed to limit the Company's right to hire employees from outside, if there are no qualified employees within the bargaining unit to fill the permanent vacancy available.

17.08 Training And Education

Crane Valves - Brantford endeavours wherever feasible to promote from within, and recognizes the importance of training opportunities for employees of the Brantford plant to enable them to upgrade and enhance their skills in order that they may enjoy promotional opportunities to jobs of greater responsibility and higher pay. Towards that end, the Company introduces certain initiatives as may be appropriate subject to and guided by the production requirements of the Company.

Training And Apprenticeship Programmes

The Company will continue to post formal training and/or apprenticeship programme opportunities as may be appropriate to meet the production requirements of the Company in accord with the Collective Agreement. Such opportunities will be open to employees who meet the qualifications required by the Company.

In-House And Cross-Training

The Union agrees to cooperate and assist the Company to introduce cross-training and other in-house training programmes as may be appropriate to meet the production requirements of the Company. Such training opportunities will be governed by seniority provided that employees meet the qualifications required by the Company. The amount of such training and the timing of that training will be governed by the production requirements of the Company.

Outside Training And Education

The Company and the Union agree that every effort will be made by the Company and the employee involved to ensure that training and/or education by an outside agency or school will not be conducted on Company time. As a result, the time spent by an employee in such training and/or education will not be paid for by the Company.

In the event that the Company requires training and/or education by an outside agency or school that must take place during normal working hours, the employees affected will be paid by the Company for their time spent in such training at their regular rate, exclusive of overtime and shift premium. It is understood and agreed that under no circumstances will an employee be paid for hours beyond their regularly scheduled hours of work for that day.

In the event that the Company requests an employee to complete a specific training and/or education course the Company will pay for the tuition and any required textbook expenses upon

successful completion of the course.

In the event that the Company authorizes an employee to participate in a specific training and/or education course, not requested by the Company, the Company will pay one-half [1/2] of the tuition and of any required textbook expenses to a maximum of Two Hundred and Fifty Dollars (\$250.00) per course upon successful completion of the course.

Evaluation

From time to time the Company may determine it necessary to test employees to assess their ability and qualifications when doing evaluations of candidates for job postings.

Where such testing is required by the Company, the Company agrees, upon request, to provide the Union with the test results of the successful candidate or candidates and of any aggrieved candidate or candidates and an outline of the purpose and general parameters of the testing and the reasons for the Company selection of the successful candidate or candidates.

Where such testing identifies minor deficiencies, the Company may, at their sole discretion, award the job posting to a more senior but not fully qualified candidate on the condition that the senior candidate remedy the identified deficiencies. The Company will outline how the employee may address any such deficiencies and provide reasonable assistance to the employee to address such deficiencies subject to the production requirements of the Company.

The Company will establish the time period within which the employee must successfully complete upgrading or education to remedy such deficiencies and should the employee not successfully complete this upgrading or education in the required period the employee will be removed from the job and returned to their previous classification subject to the terms of the Collective Agreement.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 The following days will be considered as paid holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day

Boxing Day
The last working day before Christmas Day
The last working day before New Year's Day
or any day substituted by statute or decree for such holidays.

18.02 If any of the holidays listed above falls on a Saturday or a Sunday (and has not been replaced by another day, by statute or decree), the holiday that falls on a Sunday will be observed on the following Monday, while, at the Company's discretion, if the holiday falls on Saturday, such holiday will be observed either on the previous Friday or the following Monday.

18.03 A probationary employee with less than thirty [30] calendar days of employment will not be paid for a statutory holiday.

Any other employee will not be paid for a statutory holiday if the employee is absent from work on the working day immediately preceding or following any of the statutory holidays, unless:

a) He has been laid off due to lack of work for a period not exceeding seven [7] calendar days inclusive of the recognized statutory holidays.

b) He is off work due to a certified illness or injury for a period not exceeding the first seven [7] calendar days of his/her illness inclusive of the recognized statutory holidays, and he/she is not receiving compensation under the *Workers' Safety and Insurance Act*, as amended.

c) He is on an approved leave of absence from the Company for a period not exceeding three [3] working days before or after the statutory holidays.

18.04 At the discretion of the Company, the following arrangements may be exercised if a Statutory Holiday falls within an employee's annual vacation; an employee may be allocated an additional day in his/her vacation or may be granted another day of pay in lieu of additional time off.

18.05 In a week where the Statutory Holiday is celebrated on a Monday, the employee shall not suffer loss of earnings if he/she is not required to work. (For example, an employee scheduled for eight [8] hours would receive eight [8] hours pay, exclusive of shift premium and overtime. An employee scheduled for ten [10] hours would receive ten [10] hours pay, exclusive of shift premium and overtime.)

Statutory Holiday pay for Friday ... eight [8] hours exclusive of shift premiums and overtime.

Afternoon Shift:

Monday	[10 hours]	Tuesday	[10 hours]
Wednesday	[10 hours]	Thursday	[Off]

Statutory Holiday pay for Friday ... ten [10] hours exclusive of shift premiums and overtime.

ARTICLE 19 - VACATIONS

19.01 Vacations with pay shall be granted to all employees on the payroll of the Company, on the basis of their seniority with the Company, as defined in Article 12, Clauses 12.01 and 12.02.

19.02 Employees with less than one [1] year of seniority as of May 1st shall be paid vacation pay, in accordance with the Vacation with Pay provisions of the Ontario *Employment Standards Act*, R.S.O. 1990, c. E.14, as amended.

19.03 One [1] year or more seniority, as of May 1st, two [2] weeks with vacation pay at 4% of gross earnings based on the previous twelve [12] month period from May 1st to April 30th.

19.04 Five [5] years or more seniority, as of May 1st, three [3] weeks with vacation pay of 6% of gross earnings based on the previous twelve [12] month period from May 1st to April 30th.

19.05 Effective May 1st, 1982 and each May 1st thereafter, an employee who has completed:

11 years service is entitled to 3 weeks plus 1 day vacation,

12 years service is entitled to 3 weeks plus 2 days vacation,

13 years service is entitled to 3 weeks plus 3 days vacation,

14 years service is entitled to 3 weeks plus 4 days vacation,

15 years service is entitled to 4 weeks vacation at 8%.

Vacation pay will be calculated on the basis of 6% plus .4% for each day above three [3] weeks, of the gross earnings based on the previous twelve [12] month period from May 1st to April 30th.

19.06 The period during which an employee may take his/her vacation shall be determined at the discretion of the Company. Seniority for the coming vacation year (May 1 to April 30) to be given preference for available slots. These vacation requests need to be submitted in writing prior to April 1 of each year, at which time the vacation requests received will be approved by

seniority. After April 1, first come, first serve to apply.

- 19.07 Seniority will govern the selection of preferential vacation dates, provided that such preference does not prevent the Company from having an adequate number of employees available to efficiently operate the plant.
- 19.08 The Company will post a notice of scheduled vacations not later than April 1st of each year.
- 19.09 Any employee whose service is discontinued for any reason will be paid vacation pay in accordance with the Vacation with Pay provisions of the Ontario *Employment Standards Act*, R.S.O. 1990, c. E.14, as amended. Accrued vacation pay for retirees will be paid in accordance with Clauses 19.03, 19.04 and 19.05.
- 19.10 Unless otherwise agreed upon, if a summer shutdown for vacation purposes is planned, it will be in respect of:
- 2000: From July 22nd and re-open for work on August 8th, 2000.
- 2001: From July 21st and re-open for work on August 7th, 2001.
- 2002: From July 27th and re-open for work on August 13th, 2002.
- For production purposes, if it becomes necessary to change the dates, the Company will advise the Union and post the new dates by April 1st of each year.
- 19.11 Vacation pay will be paid at the time of vacation.

ARTICLE 20 - HOURS OF WORK

- 20.01 The normal hours of work will be eight [8] hours per day; and forty [40] hours will constitute a normal work week unless otherwise mutually agreed between the Company and the Union. The pay period shall be Saturday to Friday of each week for administration purposes only.
- 20.02 The normal work day will be comprised of any eight [8] consecutive hours in the twenty-four [24] hour period unless otherwise mutually agreed between the Company and the Union.
- 20.03 This statement of the normal hours of work shall not be construed as a guarantee of any minimum, nor as a restriction of any maximum number of hours of work per day, or per week, or of days of work per week.

- 20.04 The lunch period is not considered part of the eight [8] hours. Any three [3] shift operations will be granted a twenty [20] minute paid lunch period.
- 20.05 The normal scheduled days will be five [5] consecutive eight [8] hour days, Monday through Friday. Day shift hours will be 7:00a.m. to 3:30 p.m. The afternoon shift will be 3:30 p.m. to 2:00 a.m. On three [3] shifts, the hours will be 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; 11:00 p.m. to 7:00 a.m. (Week commencing 11:00 p.m. Sunday night.)
- 20.06 In the event that it becomes necessary, due to a change in conditions or the introduction of new conditions, to establish a new shift, the starting time of such shift will be within two [2] hours before or after the time established for similar types of normal shifts. The Company shall notify the Union of any changes in normal hours of work before any changes are made.

ARTICLE 21 - OVERTIME

- 21.01 Hours worked in excess of forty [40] hours in a calendar week or eight [8] hours in a day will be paid for at the rate of time and one-half [1-1/2] the base hourly rate.
- 21.02 All work performed on Saturday except those hours of work as defined in Clauses 20.05 and 20.06 will be paid for at the rate of time and one-half [1-1/2] the base hourly rate.
- 21.03 All work performed on Sunday except those hours of work as defined in Clauses 20.05 and 20.06 will be paid for at the rate of double [2] the base hourly rate.
- 21.04 Work performed on any Statutory Holiday, except those hours of work as defined in Clauses 20.05 and 20.06, listed in Clause 18.01 of this Agreement will be paid for at the rate of double [2] the base hourly rate in addition to pay for the Statutory Holiday at straight time.
- 21.05 Shift premiums shall not be included in the calculations of overtime compensation.
- 21.06 The Union and the employees agree they will not refuse to work overtime when requested to do so unless they have a valid reason.
- 21.07 a) Overtime will be distributed equally among qualified employees normally performing the work. Employees unable to work overtime shall be considered to have worked for the purposes of equalization.
- b) Overtime for the Scaleperson classification will be distributed as follows:
- i) the distribution shall be within the department for employees in the classification

of Scaleperson; and

ii) if additional work is required, it shall be distributed equally among employees in the Scaleperson classification in the plant.

c) All supervisors shall keep posted in a place accessible to the employees of each department, a list showing the overtime status for each employee. This list to be updated each week. The Company shall provide, upon request by the Union, a copy of overtime lists for each department.

ORDER OF ASKING FOR OVERTIME

In the Department

A Employees currently performing the work in the classification that the overtime is required in. [Equalized within the classification.]

If no one from A is available, then:

B Other qualified employees within the department. The rate of pay shall be the higher rate of pay of the job requiring the overtime or the regular rate of the employee who is

assigned the overtime. (An honest attempt will be made to ask the qualified employee with the lowest overtime hours in the department first.) Equalization does not apply to this/her group of employees.

If no one from within the department is available, then:

C For overtime within Level One Classifications, Utility employees working outside of the department who are qualified to do the work. Utility employees shall be paid the Utility Rate. (An honest attempt will be made to ask the qualified Utility employee, regardless of department, who has the lowest overtime hours.) Equalization does not apply to this group of employees.

If no one from C is available, then:

D All other employees in the plant who are qualified to do the work. A list will be posted in each department. Employees wishing to be considered for overtime in that department must put their name on the list. The most senior qualified employees shall be selected first, but an honest attempt will be made to distribute the overtime amongst those employees who sign the list. The rate of pay shall be the higher of the rate of the job requiring the overtime or the regular

rate of the employee who is assigned the overtime. Equalization does not apply to this group of employees.

ORDER OF ASKING FOR OVERTIME - UTILITY

In the Department

A Utility employees currently performing the work in the department overtime is required in:

If no one from A is available, then:

B Other Utility employees within the department

If no one from B is available, then:

C Utility employees working outside of the department who are qualified to do the work

Example: For overtime purposes with Utility group only, all those in the department as of the first Monday of the rotation sequence will be deemed to be in that department for overtime opportunities.

Equalization will apply to all Utility employees as a group with a two [2] month span being the time frame.

d) All overtime shall be booked hour for hour. For example, one overtime hour worked is booked as one hour regardless of what rate the overtime is paid at.

e) Any request by a supervisor for overtime, in order to be classed as refused and booked for equalization purposes, must be made at least four [4] hours in advance of the required overtime. For example, if the Company requires overtime beginning at 3:00 P.M., you must ask the employee prior to 11:00 A.M. of that day. If you ask after 11:00 A.M., the employee cannot be charged for refusing the overtime. If the employee accepts the overtime without the required notice, any overtime worked by that employee will be charged for equalization purposes.

f) Equalization will be reviewed at the end of each month and the low overtime employees will be offered overtime first in the next month to attempt to equalize.

g) When an employee enters a classification or is assigned to work in a classification, they

will be immediately entitled to overtime in that classification. His/her overtime hours for the purposes of equalization shall be established at the average of all the employees currently working in the classification.

h) Should an employee be awarded a new job and not be able to assume the new duties, they will be entitled to overtime in their current classification only except as outlined in 2 (b), and 2 (c) above.

i) An employee who leaves a classification shall have no further claim for equalization in the classification they left.

j) Employees who are absent on the day that overtime is allocated, but who reasonably anticipate coming back to work, will notify the Company on the morning of the day overtime is being allocated that they will be available.

Employees on four ten[10] hour shifts will receive overtime for work on Fridays.

Situations that would require modification of the procedures listed above shall be done by mutual agreement between the Company and the Union Negotiating Committee.

21.08 Employees scheduled to work overtime for two [2] hours or more beyond their normal scheduled daily shift will receive one [1] ten [10] minute paid rest period prior to starting the overtime.

ARTICLE 22 - CALL-BACK PAY

22.01 An employee who has completed his/her full daily or weekly shifts and who has left the plant and is called back to perform additional or emergency work will be paid for the time actually worked at the applicable overtime rate. Employees called back under this Clause will be guaranteed a minimum of four [4] hours of work at the applicable overtime rate.

ARTICLE 23 - REPORTING-IN PAY

23.01 An employee who has not been notified in advance "not to report for work" and who reports for his/her regular shift will be given at least four [4] hours work, or if no work is available, he/she will be paid for a minimum of four [4] hours at his/her base hourly rate.

23.02 This obligation on the Company will not prevail:

- 1) If no work is available because of:
 - a) A power shortage or failure of power supply beyond the control of the Company.
 - b) Any other conditions beyond the control of the Company.
- 2) If the employee has not kept the Company informed of his/her current address and telephone number.

ARTICLE 24 - SHIFT PREMIUMS

- 24.01 A shift premium of forty cents [40¢] per hour for all hours worked shall be paid to all employees working on the second shift (afternoon) shift and a shift premium of fifty cents [50¢] per hour for all hours worked shall be paid to all employees working on the third (night) shift.
- 24.02 The normal afternoon shift includes all shifts commencing on or after 3:00 p.m. and the normal night shift includes all shifts commencing on or after 11:00 p.m. to 5:00 a.m.
- 24.03 Scheduled shifts which commence during one shift premium period and end in another shift premium period shall be paid only the shift premium of the commencing shift.

ARTICLE 25 - LUNCH PERIOD

- 25.01 A lunch period of one-half [1/2] hour (unpaid) will be provided for all employees, the time to be designated at the discretion of the Company.

ARTICLE 26 - REST PERIOD

- 26.01 A rest period of a ten [10] minute duration will be granted during each half-shift, the time to be designated at the discretion of the Company.

ARTICLE 27 - OCCUPATIONAL ACCIDENTS

- 27.01 When an employee suffers an occupational accident on the Company premises during his/her working hours and is sent home by the Company, such employee will be paid his/her base hourly rate (inclusive of shift premium) for the balance of his/her shift, on the day on which the accident occurs.

27.02 When an incapacitated employee is being assisted in returning to work, the company will endeavour to provide modified work as defined by a mutually agreed upon 3^d party. This option will include weekly indemnity and W.S.I.B.

The worker will be paid the rate of the work performed unless otherwise negotiated.

Seniority provisions will be waived for W.S.I.B. cases until such return to work programme has been completed.

ARTICLE 28 - SICK LEAVE OF ABSENCE

28.01 An employee who is sent home by the Company due to illness (occupational accidents excluded) will not be paid for the remainder of his/her shift.

28.02 When such employee returns to work, he/she shall be reinstated to his/her former classification subject to the provisions of Clause 14.03 of this Agreement.

ARTICLE 29 - LEAVE OF ABSENCE

29.01 A formal leave of absence without pay, for a valid reason, acceptable to the Company, may be granted for a period not to exceed one [1] month, provided such leave does not disturb the operations of the plant and written application is made to, and written approval obtained from the employee's immediate supervisor. The Company will endeavour to inform employees of its decision in writing within ten [10] working days from the receipt of the written application.

29.02 Leave for Union Business:

An employee elected or nominated by the Union to attend Union conventions or meetings shall be granted a leave of absence without pay provided the Plant Manager is given at least one [1] week of notice in writing by the Union of such absence. Not more than two [2] employees in total shall be entitled to such leave of absence at any one time; however additional leaves of absences may be granted if the efficient operations of the plant are not unduly affected.

29.03 Leave of Absence for Permanent Union Business:

In the event an employee is appointed to officially work for the Local or International Union, the employee, upon written request by the Union to the Plant Manager, shall be given a one [1] year leave of absence without pay.

Such leave of absence may upon written request from the Union be extended for an additional period of one [1] year.

- 29.04 An employee on leave of absence shall accumulate seniority during such leave.
- 29.05 Upon an employee's return from a leave of absence, the employee shall be reinstated to his/her former classification subject to the provisions of Clause 14.03 of this Agreement.
- 29.06 Pregnancy and parental leaves of absence without pay will be granted in accordance with the provisions of the Ontario *Employment Standards Act*, R.S.O. 1990, c. E.14, as amended.
- 29.07 When the employee returns to work, after a pregnancy or parental leave of absence, he/she shall be reinstated to his/her former classification subject to the provisions of Clause 14.03 of this Agreement.

ARTICLE 30 - BEREAVEMENT LEAVE OF ABSENCE

30.01 If a death occurs in the immediate family of a regular employee (probationary employees excepted), the employee will be given not more than three [3] working days leave of absence with pay during his/her regularly scheduled work week at his/her base hourly rate (exclusive of overtime and shift premiums) for the purpose of making funeral or cremation arrangements and attending the cremation or funeral.

The immediate family shall include the employee's spouse (including common-law spouse), mother, mother-in-law, father, father-in-law, son, daughter, brother, brother-in-law, sister, sister-in-law, aunts, uncles, grandparents, grandchildren, stepparents and stepchildren. In no case shall payment be made under this clause after the day of the funeral or cremation.

The bereavement for spouse and/or child will increase to five[5] day's effective year three[3] of the Collective Agreement.

When the employee is unable to attend the funeral or cremation, he/she shall be granted two [2] days leave with pay (to be taken at the time of the funeral or cremation).

30.02 The employee must provide written justification to substantiate his/her absence and qualify for bereavement pay.

ARTICLE 31 - JURY DUTY

31.01 An employee who is called for jury service shall be excused from work for the days on which he/she serves, including any shift that finishes or starts on a day of jury service, and he/she shall receive for each such day of jury service on which he/she otherwise would have worked, the difference between the employee's regularly scheduled hours times his/her base hourly rate (exclusive of overtime and shift premiums) and the payment he/she receives for jury service, provided that the Company receives verification of jury service and verification of the amount of compensation received by the employee for the jury service. In that regard, a call to jury service is sufficient and actually serving on a jury shall not be required.

ARTICLE 32 - DISCIPLINARY NOTICES

32.01 a) In the event that an employee is sent home for reason of an alleged violation, the

Company will take action within three [3] calendar days from the time of the alleged violation.

b) If an employee has not been formally disciplined for a period of twenty-four [24] months, any formal disciplinary notices he/she received prior to that time will not be used against him./her.

ARTICLE 33 - SCHEDULE "A"

33.01 The hourly wage rates and the job classifications are outlined in Schedule "A" and its Appendices listed hereunder. By reference herein this Schedule is made part of this Agreement.

Appendix I - Terms and Conditions of the Training Programmes

Appendix II - Apprenticeship Training Programme and Schedule of Rates for Tool & Die Maker and/or Pattern Maker and/or Maintenance Mechanic Millwright and/or Electrician and Machinist.

ARTICLE 34 - SCHEDULE "B"

34.01 The terms and conditions of the Welfare Group Insurance are outlined in Schedule "B" and by reference herein is made part of this Agreement.

ARTICLE 35 - PENSION PLAN

35.01 The terms of the Pension Plan are contained in a separate agreement and are by reference herein made part of this Agreement.

The pension plan pays out per members' years of service times the annual rate listed below.

As of April 1	2000: \$23.00
	2001: \$24.25
	2002: \$25.75

ARTICLE 36 - AGREEMENTS

36.01 The Union agrees that this Agreement constitutes the entire agreement between the parties and that any and all previous agreements, supplementary agreements, letters of intent,

understandings, etc., whenever made and whether or not reduced to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions and employee benefits are limited exclusively to those specifically stated in this Agreement.

ARTICLE 37 - DURATION OF AGREEMENT

37.01 This Agreement shall become effective the first [1st] day of April, 2000 and shall remain in effect until the thirty-first [31st] day of March, 2003 and shall thereafter continue for a further period of one [1] year without changes unless during the ninety [90] day period immediately preceding the expiration date, either party shall give written notice to the other that it desires revision of this Agreement at its expiration date. Where notice of revision is given, negotiation shall commence during the sixty [60] day period immediately preceding the expiration date.

IN WITNESS WHERE OF each of the parties hereto has caused this AGREEMENT to be signed by their duly authorized officials or representatives as of the _____ day of _____, 2000.

CRANE VALVES

UNITED STEELWORKERS OF AMERICA

E. Neziol

G. Rutherford

F. Koch

P. Moore

D. Musson

J. Kocsis

D. McIntosh

A D D E N D U M

OFFICE

This Addendum to the Collective Agreement will only apply to those employees in the "Office" Department of Local 7480 of the United Steelworkers of America.

The terms and conditions of the Master Agreement shall apply to the employees covered by this Addendum except as specifically indicated hereunder:

ARTICLE 1 - RECOGNITION

Replace master clause under Article 1 by:

- 1.03 Employees not in the bargaining unit, as described in Clauses 1.01a), b), c), or d), shall not be restricted from performing work which is recognized as work of the employees covered by this Agreement.

None of the jobs currently being performed by bargaining unit employees in the office as of March 31, 1997 shall be reduced as a direct result of non-bargaining unit employees performing bargaining unit work.

ARTICLE 6 - SAFETY AND HEALTH

Replace the master clauses under Article 6 by:

- 6.04 Office employees who are required, as part of their duties, to regularly work in the shop area will be provided with safety boots, up to a maximum of \$60.00 per pair and a maximum of one [1] pair per year, and they will be required to wear safety boots at all times they are in the shop area.

The Company will also pay 100% of the cost of prescription safety glasses and standard safety frames for such employees, and they will be required to wear such eye protection at all times that they are in the shop area. The Company accepts no responsibility for employees' eye tests.

- 6.05 Office employees not required to work in the shop area, or who do so only on incidental

occasions, will be provided with the eye protection provided plant visitors (and will be required to wear it in the shop areas), but will not be required to wear safety boots, nor will these be provided.

ARTICLE 16 - TEMPORARY TRANSFER

Replace the master under Article 16 clause by:

- 16.01 An employee temporarily assigned, at the direction of the Company, to a classification other than his/her regular classification for a period in excess of four [4] consecutive working days shall be paid his/her regular base hourly rate of pay, or the rate of pay of the job to which he/she was transferred, whichever is higher, for the full period so worked.

ARTICLE 20 - HOURS OF WORK

Replace the master clauses under Article 20 by:

- 20.01 The normal hours of work will be eight [8] hours per day and forty [40] hours will constitute a normal work week.

Office Hours:

8:00 a.m. to 4:30 p.m. ... Hours paid at straight time.

There shall be a one-half (1/2) hour unpaid lunch.

All other Clauses in the Office Addendum shall be modified to reflect the eight [8] hour day and forty [40] hour week.

- 20.02 The normal work day will be comprised of any eight [8] consecutive hours in the twenty-four [24] hour period.

- 20.03 This statement of the normal hours of work shall not be construed as a guarantee of any minimum, nor as a restriction of any maximum number of hours of work per day, or per week, or of days of work per week.

- 20.04 The lunch period is not considered part of the eight [8] hours.

- 20.05 The normal scheduled days will be five [5] consecutive eight [8] hour days, Monday through Friday.

- 20.06 In the event that it becomes necessary, due to a change in conditions or the introduction of new

conditions, to establish new working hours, the starting time of such working hours will be within two [2] hours before or after the working hours presently established. The Company shall notify the Union of any changes in normal hours of work before any changes are made.

ARTICLE 21 - OVERTIME

Replace the master clauses under Article 21 by:

- 21.01 Hours worked in excess of forty [40] hours in a calendar week or eight [8] hours in a day, will be paid for at the rate of time and one-half [1-1/2] the base hourly rate.
- 21.02 All work performed on Saturday will be paid for at the rate of time and one-half [1-1/2] the base hourly rate.
- 21.03 All work performed on Sunday will be paid for at the rate of double [2] the base hourly rate.
- 21.04 Work performed on any paid Holiday, listed in Clause 18.01 of this Agreement will be paid for at the rate of double [2] the base hourly rate, in addition to pay for the paid Holiday at straight time.
- 21.05 The Union and the employees agree they will not refuse to work overtime when requested to do so, unless they have a valid reason.
- 21.06 Employees scheduled to work overtime for two [2] hours or more beyond their normal scheduled daily hours will receive one [1] ten [10] minute paid rest period.

ARTICLE 26 - REST PERIOD

- 26.01 Modify master clause under Article 26 as follows:

Change "ten [10] minute" to read "fifteen [15] minute".

SCHEDULE "A"

CLASSIFICATIONS

HOURLY WAGE RATES

	<u>Apr. 1/00</u>	<u>Apr. 1/01</u>	<u>Apr. 1/02</u>
TECHNICAL SERVICES			
TICKETED SKILLED TRADES			
Maintenance Project Technician Co-Ordinator	\$25.50	\$25.80	\$26.10
Maintenance Mechanic Millwright Technician	\$22.65	\$22.95	\$23.25
Electrical Technician	\$22.65	\$22.95	\$23.25
Tool & Die Maker	\$22.65	\$22.95	\$23.25
Pattern Maker	\$22.65	\$22.95	\$23.25
OTHER TECHNICAL SERVICES			
Precision Tool & Cutter	\$20.01	\$20.31	\$20.61
Lab Technologist	\$16.60	\$17.00	\$17.40
Tool & Gauge Inspector	\$16.60	\$17.00	\$17.40
Quality Technician	\$15.36	\$15.76	\$16.16
MACHINE SHOP & TOOL CRIB			
Ticketed Machinist	\$20.00	\$20.30	\$20.60
Machinist Apprentice	\$19.41	\$19.71	\$20.01
Non-Ticketed Machinist	\$19.21	\$19.51	\$19.81
CNC Operator	\$20.65	\$20.95	\$21.25
Tool Crib Coordinator	\$15.65	\$16.05	\$16.45
Operator A	\$15.65	\$16.05	\$16.45
MATERIAL HANDLING			
Stock Person	\$13.84	\$14.24	\$14.64
Scaleperson	\$13.84	\$14.24	\$14.64
Traffic Clerk	\$13.65	\$14.05	\$14.45

SCHEDULE "A" cont.

CLASSIFICATIONS

HOURLY WAGE RATES

	<u>Apr. 1/00</u>	<u>Apr. 1/01</u>	<u>Apr. 1/02</u>
FOUNDRY			
Furnace Operator A	\$15.60	\$16.00	\$16.40
Set Up Clean Room	\$13.03	\$13.43	\$13.83
Sintos Operator	\$15.20	\$15.60	\$16.00
Core Room Technician	\$14.70	\$15.10	\$15.50
Core Machine Operator	\$12.88	\$13.28	\$13.68
LEVEL I (Utility)			
Core Cleaner	\$12.19	\$12.59	\$12.99
Grinder \$12.58	\$12.98	\$13.38	
Trim Press Operator	\$12.58	\$12.98	\$13.38
Wheelabrator Operator	\$12.58	\$12.98	\$13.38
Assembly and Test	\$12.58	\$12.98	\$13.38
LEVEL I (Open)			
Maintenance Helper	\$13.12	\$13.52	\$13.92
Cutting Wheel Operator	\$12.58	\$12.98	\$13.38
Utility	\$12.85	\$13.25	\$13.65
Janitor	\$12.85	\$13.25	\$13.65
OFFICE			
Customer Service Clerk	\$12.18	\$12.58	\$12.98
Receptionist/Typist	\$13.14	\$13.54	\$13.94

Pager Rate:	Employee's Classification Rate plus fifty (50) cents per hour
Lead Hand:	Employee's Classification Rate plus twenty (20) cents per hour
Team Leader:	Employee's Classification Rate plus one dollar and fifty (\$1.50) cents per hour

SCHEDULE "A"

APPENDIX I

FORMAL JOB TRAINING PROGRAMMES

The following terms and conditions apply to formal job training programmes recognized under this Collective Agreement:

- a) When an opening becomes available in a formal job training programme, which is part of this Agreement, the Company will post the vacancy in accordance with the job posting provisions of this Agreement (see Article 17.01, 17.02, 17.03, 17.04 and 17.05). The job posting will include a description of the qualifications determined by the Company to be necessary for the trainee to possess.
- b) Careful assessment will be made at any time during and upon completion of each stage of this programme, to determine the trainee's ability and progress to meet quality and quantity standards.
- c) If, at any time during the training period, the trainee does not demonstrate the potential or capability to meet with the requirements of the training programme, he/she will be returned to his/her former classification subject to the provisions of Clause 14.03 of this Agreement.
- d) Upon successful completion of each stage, the trainee will progress to the next stage of each one of the training programmes and will be paid the rate applicable to this particular stage. The time scheduled for each stage, to be considered as a minimum of the duration.
- e) Provision of Clause 17.02 of this Agreement will not apply to any employee accepted and placed on a formal job training programme.
- f) It is understood that the duration of the programmes and the rates to be paid are based on hours actually worked and such time does not include sickness, accident, leave of absence, vacations, statutory holidays or time lost for any other reasons.
- g) It is understood that this programme will only be for the duration of the current Collective Agreement and that the schedule may unilaterally be adjusted upwards or downwards or cancelled at any time prior to the termination of the current Collective Agreement.
- h) Employees having successfully completed any one of the attached training programmes would become eligible to exercise their rights as outlined in Article 12 - Clause 12.06 of this Agreement.

SCHEDULE "A"

APPENDIX II

APPRENTICESHIP TRAINING PROGRAMME AND SCHEDULE OF RATES FOR TOOL & DIE MAKER AND/OR PATTERN MAKER AND/OR MAINTENANCE MECHANIC MILLWRIGHT AND/OR ELECTRICIAN

		<u>Apr. 1/00</u>	<u>Apr. 1/01</u>	<u>Apr. 1/02</u>
Stage 1	0-1000 hours (starting rate)	\$17.15	\$17.45	\$17.75
Stage 2	1001-2000 hours	\$17.61	\$17.91	\$18.21
Stage 3	2001-3000 hours	\$18.09	\$18.39	\$18.69
Stage 4	3001-4000 hours	\$18.57	\$18.87	\$19.17
Stage 5	4001-5000 hours	\$19.04	\$19.34	\$19.64
Stage 6	5001-6000 hours	\$19.53	\$19.83	\$20.13
Stage 7	6001-7000 hours	\$20.00	\$20.30	\$20.60
Stage 8	7001-8000 hours	\$20.49	\$20.79	\$21.09
Successful Completion		\$22.65	\$22.95	\$23.25

To determine each apprentice's stage level, an apprentice shall be credited with hours actually worked, based upon the requirements of the Apprenticeship Programme, and the acceptance of such credited hours may be subject to review by the Ministry of Labour, Apprenticeship Division.

Upon successful completion of the 8000 hour Apprenticeship Programme and the successful completion of all academic requirements associated with this programme, the employee will then be paid the applicable rate, and the Company will apply for the employee's certificate from the Ministry of Labour, Apprenticeship Branch.

SCHEDULE "B"

WELFARE GROUP INSURANCE

The Company's payment to the Health and Welfare Fund will be one dollar and eleven cents [\$1.11] per employee hours worked - actual hours worked will include Statutory Holidays, Vacation hours and time off for Union business - by any employee (including probationary employees) in the bargaining unit and will be paid to the Steelworkers Health and Welfare Trust Fund of Ontario. Effective April 1st, 2001, this amount shall be increased to one dollar and six-teen cents [\$1.16] per employee hours worked and effective April 1, 2002, it shall be increased to one dollar and twenty-one cents [\$1.21] per employee hours worked.

Regular employees who are laid off in any month shall be given credit for group insurance contribution hours in such calendar month which they would have been normally scheduled to work, for only the month in which the layoff occurs.

Such contributions shall be forwarded by the Company to the said Fund at 1031 Barton Street East, Hamilton, Ontario, no later than the fifteenth [15th] of the month following.

The Company retains the right to the full employer/employee portion (12/12ths) of the Employment Insurance Commission Premium Reduction Benefit.

It is understood that the Company's sole responsibility regarding this Welfare Trust Fund is limited to its obligations as described above, and further, cannot be held liable for the administration of the Fund, nor for any claims or legal actions taken for or against this Steelworkers Health and Welfare Trust Fund of Ontario.

OCCUPATIONAL ACCIDENTS

If an employee is on Workers' Compensation, the Company and the employee shall contribute their respective portion of Group Insurance Benefit Contributions for the period of time stipulated by the *Workers' Safety and Insurance Act*, as amended.

SCHEDULE "C"

INCENTIVE PROGRAMME

The terms and conditions of this Schedule are incorporated in and made part of the Collective Agreement.

SAFETY BONUS

For the period April 1, 2000 until March 31, 2001.

Maximum \$200.00 gross for each employee actively employed during that period provided that the lost time accidents for the plant during that period are reduced by 10% compared to the lost time accidents for the period from April 1, 1999 to March 31, 2000; or

Maximum \$300.00 gross for each employee actively employed during that period provided the lost time accidents for the plant during that period are reduced by 20% compared to the lost time accidents for the period from April 1, 1999 to March 31, 2000; or

Maximum \$400.00 gross for each employee actively employed during that period provided the lost time accidents for the plant during that period are reduced by 50% compared to the lost time accidents for the period from April 1, 1999 to March 31, 2000.

For the period April 1, 2001 until March 31, 2002.

Maximum \$200.00 gross for each employee actively employed during that period provided that the lost time accidents for the plant during that period are reduced by 10% compared to the lost time accidents for the period from April 1, 2000 to March 31, 2001; or

Maximum \$300.00 gross for each employee actively employed during that period provided the lost time accidents for the plant during that period are reduced by 20% compared to the lost time accidents for the period from April 1, 2000 to March 31, 2001; or

Maximum \$400.00 gross for each employee actively employed during that period provided the lost time accidents for the plant during that period are reduced by 50% compared to the lost time accidents for the period from April 1, 2000 to March 31, 2001.

For the period April 1, 2002 until March 31, 2003.

Maximum \$200.00 gross for each employee actively employed during that period provided that the lost time accidents for the plant during that period are reduced by 10% compared to the lost time accidents for the period from April 1, 2001 until March 31, 2002; or

Maximum \$300.00 gross for each employee actively employed during that period provided the lost time accidents for the plant during that period are reduced by 20% compared to the lost time accidents for the period from April 1, 2001 until March 31, 2002; or

Maximum \$400.00 gross for each employee actively employed during that period provided the lost time accidents for the plant during that period are reduced by 50% compared to the lost time accidents for period from April 1, 2001 until March 31, 2002.

Calculation of Bonus.

The safety bonus will be calculated by application of the ratio of active employment work days by each employee for the relevant period to the total work days scheduled for the plant for the relevant period times the bonus to which an employee may be entitled by application of the provisions of this Schedule.

Payment of Bonus.

Safety bonus to be paid to all employees who earn the bonus, by separate cheque, on the first [1st] payroll after expiry of the relevant period.

LETTER OF UNDERSTANDING

REQUEST FOR DOCTOR'S NOTE

The cost of providing medical evidence requested by the Company will be paid for by the Company.

Dated this ____ day of _____, 2000.

CRANE VALVES
AMERICA

UNITED STEELWORKERS OF
LOCAL 7480

E. Neziol

G. Rutherford

F. Koch

P. Moore

D. Musson

J. Kocsis

LETTER OF UNDERSTANDING

UTILITY ROTATION

The Company and the Union agree that rotation between utility positions will be done in keeping with the Company's production requirements.

The Company will endeavour to rotate at least two persons every four weeks between the utility positions.

For overtime purposes with the utility group only, all those in the departments as of the first Monday of the rotation sequence, will be deemed to be in that department for overtime opportunities.

The agreement will remain for the duration of the Collective Agreement.

Dated this ____ day of _____, 2000.

CRANE VALVES
AMERICA

E. Neziol

F. Koch

D. Musson

UNITED STEELWORKERS OF
LOCAL 7480

G. Rutherford

P. Moore

J. Kocsis

LETTER OF UNDERSTANDING

WORK STANDARDS

If a grievance arises as the result of an employee being formally disciplined because of his/her inability to meet a work standard, the Company agrees to review that standard with and expert appointed by the Union, if the Union so requests.

Dated this ____ day of _____, 2000.

CRANE VALVES
AMERICA

UNITED STEELWORKERS OF
LOCAL 7480

E. Neziol

G. Rutherford

F. Koch

P. Moore

D. Musson

J. Kocsis

LETTER OF UNDERSTANDING
PLANT CLOSURE AND/OR TRANSFER OF OPERATING

In the event of full Plant closure and/or a significant transfer of operations, the Company will advise the Union at the earliest date reasonably possible.

Subsequent to such notification, the parties agree to meet and discuss the problem and alternative means of coping with it, with a view of developing an action plan which considers both the Company's and employee's interest.

Dated this ____ day of _____, 2000.

CRANE VALVES
AMERICA

UNITED STEELWORKERS OF
LOCAL 7480

E. Neziol

G. Rutherford

F. Koch

P. Moore

D. Musson

J. Kocsis

LETTER OF UNDERSTANDING

HUMANITY FUND

The Company agrees to deduct on a weekly basis, the amount of one cent [1¢] per hour from the wages of all employees in the bargaining unit for all hours worked up to a maximum of one dollar and seventy cents[\$1.70] per month. Prior to the 15th day of the month following, the Company agrees to pay the amount so deducted to the "Humanity Fund" and to forward such payment to the United Steelworkers of America, National Office, 243 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and to advise in writing both the Humanity Fund of the aforementioned amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

Dated this ____ day of _____, 2000.

CRANE VALVES

E. Neziol

F. Koch

D. Musson

UNITED STEELWORKERS OF AMERICA – LOCAL 7480

G. Rutherford

P. Moore

J. Kocsis

LETTER OF UNDERSTANDING

TECHNOLOGICAL CHANGES

Definition:

Technological changes means the introduction of new equipment of major change in the processes that result in permanent displacement or layoff of an employee.

Notice:

In the event that technological changes are planned, the Company will advise the Union at the earliest date reasonably possible, with a view to discussing the planned changes and its impact on the Company and its' employees.

Training:

Employees displaced due to technological changes will be considered on job posting for training and/or apprenticeship programme provided the employee meets with the qualification requirements of the Company and the provisions of the Collective Agreement. Every effort will be made to make use of displaced employees.

Dated this ____ day of _____, 2000.

—

E. Neziol

G. Rutherford

F. Koch

P. Moore

D. Musson

J. Kocsis

LETTER OF UNDERSTANDING

CRANE VALVES SUPPLY

This Letter of Understanding will only apply to those employees working in the Crane Valves Supply Department of Local 7480 of the United Steelworkers of America.

The terms and conditions of the Master Agreement shall apply to the employees covered by this Letter of Understanding except as specifically indicated hereunder:

The clauses listed below are in addition to the clauses in the Collective Agreement

ARTICLE 1 - RECOGNITION

- 1.01 a) The company recognizes the Union as the bargaining agent for all regular plant, office, clerical and technical employees working at its plant and office situated at 254 Henry Street. Crane Valves intends to supply certain employees to Powers Process Controls Ltd. to work at 254 Henry Street, Brantford, Ont. These employees will be referred to as "Crane Valves Supply Employees". This will be in accordance with the provisions of this Letter of Understanding.
- 1.02 While the Crane Valves Supply Employees will be led and overseen in the workplace by Powers Process Control Ltd. personnel, Crane Valves and the United Steelworkers of America, Local 7480 [referred to as the "Union"] recognize and agree that the Crane Valves Supply Employees shall continue to be paid by Crane Valves; shall continue to accumulate seniority in accordance with the provisions of the Collective Agreement between Crane Valves and the Union which expires on March 31, 2003 [referred to as the "Collective Agreement"]; and shall remain at all times employees of Crane Valves. Crane Valves Supply Employees will be eligible to participate in any profit sharing program and safety incentive program that may be implemented under the Collective Agreement.

The job classifications, of the Crane Valves Supply Employees, which are subject to this Letter of Understanding are as follows:

- i. Traffic Clerk
- ii. Stock Person
- iii. Utility Assembler
- iv. Quality Technician

The regular hourly wage rates for these classifications will be as outlined in Schedule "A" of the

Collective Agreement.

ARTICLE 2 - MANAGEMENT OF THE PLANT

- 2.01 The provisions of the Collective Agreement apply to Crane Valves Supply Employees unless otherwise indicated, with such modifications or amendments as may be necessary to implement the terms of this Letter of Understanding.

Articles 19.10, 20.02, 20.04, 20.05, and 20.06 do not apply to Crane Valves Supply Employees.

In event of an inconsistency or conflict between the provisions of this Letter of Understanding and the Collective Agreement, the provisions of the Collective Agreement shall prevail.

The available positions in the job classifications specified in Article 1.02 shall be offered to the employees that held the classifications previously. In the event that any of the positions specified in Article 1.02 are not accepted by the previous employees, or otherwise become vacant, then any such vacancy will be posted and filled in accordance with Article 17 of the Collective Agreement.

Employees of Crane Valves Supply will not be in an open job classification. Re: Article 14.04. A determined number of back-up workers [Crane Valve Employees] will be selected and trained as per Article 17.01 of the Collective Agreement. The only time bumping into this area will be permitted will be in case of a plant wide lay-off at which time higher seniority employees can access their seniority rights.

ARTICLE 5 - UNION STEWARDS

- 5.01 Crane Valves acknowledges the right of the Union to appoint one steward and an alternate from amongst the Crane Valves Supply Employees. The steward and their alternate shall be held responsible for the same quality and quantity of work, while on the job, as other Crane Valves Supply Employees. The duty of the steward and their alternate shall be to represent the Crane Valves Supply Employees in dealing with complaints and the processing of grievances as outlined in the grievance procedure set forth in the Collective Agreement. The alternate will only act when the steward is not readily available.

- 5.04 A Safety and Health Representative will be elected from amongst the Crane Valve Supply Employees to represent those employees in relation to health and safety matters. Their responsibility will be retained to their area for the audits done monthly and will not partake in audits in other areas within 254 Henry Street. Copies of all minutes from the audits will be distributed to any members of the Joint Health and Safety Committee.
- 5.06 The Union will inform Crane Valves in writing of the names of the steward, their alternate, the health and safety representative and members of any other committee recognized by Crane Valves in relation to Crane Valves Supply Employees, and of any subsequent changes in such names. Crane Valves will not be required to recognize any of the above names until such notification from the Union has been received.
- 5.07 The steward, their alternate, the Safety and Health Representative and members, or any other committee recognized by Crane Valves in relation to Crane Valves Supply Employees, shall report to and obtain permission from their supervisor whenever it becomes necessary to leave their work for the purpose of carrying out any duties in relation to their function. Such permission will not be unreasonably withheld.
- 5.08 The steward, their alternate, the H&S representative and members of any other committee recognized by Crane Valves in relation to Crane Valves Supply Employees, who are required to attend to Union business with Crane Valves on the company premises during Company time shall do so without loss of pay. Recognized committee members may attend to Union business not required by the Company to a maximum of one [1] hour per day to a maximum of two and one-half hours [2 ½] hours in any two [2] calendar weeks period for each person, without loss of pay. The requirements of Clause 5.07 shall apply.

ARTICLE 14 - LAY-OFF

- 14.01 In the event of a surplus of Crane Valves Supply Employees in any of the classifications specified in Article 1.02, the most junior Crane Valves Supply Employee will be displaced from the affected classification.

A Crane Valves Supply Employee displaced under Article 14.01 may displace the most junior employee in the classification at the Crane Valves workplace, and where there is no such junior employee in the same classification, the Crane Valves Supply Employee may exercise the rights that may be available to them with respect to the Crane Valves workplace in accordance with Article 14.03 of the Collective Agreement.

A Crane Valve Supply Employee will remain in their classification within this letter of understanding for a minimum period of one year, whether they become a Crane Valves Supply Employee under Article 1.02, or by operation of Article 2.01 or Article 17 of the Collective Agreement, unless they accept a job posting as outlined in Article 17. Article 16 will not be recognized within this classification.

ARTICLE 15 - RECALL

15.01 Recall if Crane Valves Supply Employees to that capacity after layoff will be reverse order of layoff as outlined in Article 14.01 above.

ARTICLE 18 – STATUTORY HOLIDAYS

18.05 A Crane Valves Supply Employee entitled to a paid holiday in accordance with Article 18 of the Collective Agreement will be paid for the number of hours generally worked by that employee, at the employee's regular hourly rate.

ARTICLE 20 - HOURS OF WORK

20.01 Employees of Crane Valves Supply - the normal work schedule will be five consecutive eight-hour days, exclusive of the unpaid lunch period, Monday through Friday.

The normal work schedules will not begin before 6:30 a.m. nor end after 5:30 p.m.

The normal hours of work shall not be construed as a guarantee of any minimum, nor as a restriction of any maximum number of hours of work per day, per week, or of days of work per week.

ARTICLE 21 - OVERTIME

21.07 a) Overtime will be distributed equally among qualified employees normally performing the work. Employees unable to work overtime shall be considered to have worked for the purposes of equalization. In the case of the Crane Valve Supply Employees - the overtime will be distributed equally among the qualified workers who normally perform the work. Such employees unable to work overtime shall be considered to have worked for the purpose of equalization.

ORDER OF ASKING FOR OVERTIME

In the Department

A) Crane Valve Supply Employees currently working in the classification in which the overtime is required; [overtime to be equalized within the classification]

If no one from A) above is available then:

B) Other qualified Crane Valve Supply Employees will be asked. The rate of pay shall be the higher rate of pay, if the job requiring the overtime, is not the employees regular job. [An honest attempt will be made to ask the qualified employee with the lowest overtime hours first.] Equalization does not apply to this group of Crane Valves Supply Employees.

The Union and the employees agree they will not refuse to work overtime when requested to do so unless they have a valid reason. When there is an insufficient number of qualified volunteers from the regular Crane Valve Supply Employees, the back up trained Crane Valves employees will be asked.

If no one from B) above is available then:

All other employees in the plant who are qualified to do the work. A list will be posted in each department. Employees wishing to be considered for overtime in that department must put their name on the list. The most senior qualified employees shall be selected first, but an honest attempt will be made to distribute the overtime amongst those employees who sign the list. The rate of pay shall be the higher of the rate of the job requiring the overtime or the regular rate of the employee who is assigned the overtime. Equalization does not apply to this group of employees.

The supervisor shall keep posted in a place accessible to all Crane Valves Supply Employees a list showing the overtime status for each employee. The Union shall be provided with a copy of the overtime list upon request.

- 21.07 f) Equalization will be reviewed at the end of each month and the low overtime employees will be offered overtime first in the next month to attempt to equalize.

ARTICLE 29- LEAVE OF ABSENCE

29.02 Leave for Union Business

A Crane Valves Supply Employee elected or nominated by the Union to attend Union conventions or meetings shall be granted a leave of absence without pay provided the Plant Manager or their designate is given at least one week of notice in writing by the Union of such absence. Not more than one Crane Valves Supply employee shall be entitled to such leave of absence at any one time; however additional leaves of absence may be granted if the efficient operations of the Crane Valves Supply department are not unduly affected.

ARTICLE 38 (NEW) - CESSATION

In the event that Crane Valves Supply Employees are no longer required to work in that capacity, they may displace the most junior employee in the same classification at the Crane Valves workplace, and where there are no such junior employees in the same classification, the Crane Valves supply Employees may exercise the rights that may be available to them with respect to the Crane Valves workplace in accordance with Article 14.03 of the Collective Agreement.

IN WITNESS WHERE OF each of the parties hereto has caused this AGREEMENT to be signed by their duly authorized officials or representatives as of the _____ day of _____, 2000.

CRANE VALVES

UNITED STEELWORKERS OF AMERICA

E. Neziol

G. Rutherford

F. Koch

P. Moore

D. Musson

J. Kocsis