

Collective Agreement  
Between  
Crowe Foundry Ltd.

and

National Automobile, Aerospace  
and Agricultural Implement Workers  
Union of Canada (CAW - Canada)  
and its Local 1986

11822(03)

## INDEX

Article 1 - Statement of Principles and Intent .....	1
Article 2 - Recognition.....	3
Article 3 - Non-Discrimination.....	5
Article 4- Management Rights.....	6
Article 5 - Union Membership and Check-off.....	8
Article 6- Union Representation .....	9
Article 7 - Strikes and Lockouts.....	16
Article 8 - Grievance Procedure.....	16
STEP1 .....	16
STEP2 .....	17
STEP3 .....	17
STEP4 .....	17
Article 9 - Arbitration .....	19
Article 10 - Discipline.....	20
Article 11 - Probationary .....	22
Article 12 - Seniority.....	23
Article 13-Layoff.....	26
Article 14 - Recall.....	28
Article 15- Job Posting.....	28
Article 16- Temporary Transfer.....	30
Article 17- Designated Paid Holidays.....	32
Article 18- Vacations .....	34

Article 19- Hours of Work .....	36
Article 20 - Overtime.....	38
Article 21- Shift Premiums .....	42
Article 22- Reporting-In Pay .....	42
Article 23- Call-In Pay .....	43
Article 24- Health and Safety .....	44
Article 25 - Personal Leaves of Absence.....	48
Article 26 - Sick Leave of Absence.....	48
Article 27 - Pregnancy/Parental Leave of Absence .....	49
Article 28 - Leave of Absence for Union Business.....	50
Article 29 - Bereavement Leave of Absence .....	51
Article 30 - Wash-up and Rest Periods.....	52
Article 31 - Jury Duty & Subpoenaed Crown Witness .....	52
Article 32 – General.....	53
Courses.....	54
Tuition.....	54
Lunchroom/Washrooms.....	54
Tools .....	55
New Technology .....	55
Heat Relief .....	55
Employee Assistance Program.....	56
National Day Of Mourning.....	58
Remembrance Day .....	58
Incentive Program.....	58
Paid Education Leave.....	58
Article 33- Appendix “A” - Job Classifications and Rates.....	59

Article34 - Appendix “B” - Employee Benefits.....	62
Article35 - Cost of Living Allowance .....	62
Article36 - Skill Trades.....	64
Article37 - <b>Terms</b> of Agreement .....	68
Article38 -Weekend Workers.....	69
Letter of Understanding #1.....	76
Letter of Understanding # 2.....	77
Letter Of Intent # 3 .....	78
Letter of Understanding # 4 .....	79
Letter of Understanding# 5 .....	81
SCHEDULE “B” EMPLOYEE BENEFITS.....	85

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Between

Crowe Foundry Ltd.

(hereinafter referred to as “the Company”)

and

National Automobile, Aerospace and Agricultural  
Implement Workers Union of Canada  
(CAW-Canada)  
and its Local 1986

(hereinafter referred to as “the Union”)

**Article 1 - Statement of Principles and Intent**

- 1.01 The intent of the Company and Union in entering into this agreement is to find a better way of achieving harmonious and mutually supportive relationships between the Company, employees and the Union which will keep the Company in a strong, competitive market position.
- 1.02 The Company and the Union recognize the employees should have competitive wages, safe working conditions, fair treatment and the ability to freely raise questions, concerns and suggestions.

- 1.03 Our commitment to excellence requires the active involvement of all our employees which emphasizes trust, employee and organizational growth and development, sensitivity to any individual needs and values and our responsibilities as a member of the Cambridge community.
- 1.04 The Company will need to remain viable in the future and one of the key ingredients to achieving viability will be working together, recognizing that the employees are the most important resource of the Company.
- 1.05 **As** to the administration of this agreement and in the day to day relationship, all employees shall endeavor to promote a safe work environment, good housekeeping, and reasonable standards of conduct and quality, communicate new ideas to improve the work place, and identify ideas to ensure efficient work processes and furthermore, to generally assist any activities that would improve productivity, quality, and the working environment at Crowe.
- 1.06 The Union retains the exclusive responsibility to represent its members regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this agreement.

It is believed that the principles expressed in this article will contribute significantly to our cooperatively working together to provide Crowe Foundry Limited employees in Canada with improved job security.

## Article 2 - Recognition

- 2.01 (a) The Company recognizes the Union as the sole and exclusive bargaining agent of all employees of Crowe Foundry Ltd., in the City of Cambridge, save and except supervisors, persons above the rank of supervisor, office, and sales staff, students employed during the summer school vacation period as vacation replacements and up to 2 co-op students.
- (b) Students and Co-op students as described above will not be employed if there are bargaining unit employees laid off and/or lay off notice has been given. In addition they will not displace a bargaining unit employee from their job.
- (c) The children of the owners of the Company will eventually reach working age, it is both the intent of the owners that their children learn the Company's business, so that they may someday take over its operations. It was agreed that these children will not replace a laid off member, but would become an extra person to the job assigned, if there are still bargaining unit employees laid off. In the event that there is no bargaining unit employees laid off, then the owners' children will be hired as regular bargaining unit members.
- 2.02 The words "employee" or "employees" wherever used in this agreement shall mean all employees in the bargaining unit referred to in 2.01. In this agreement

words using the masculine gender shall be considered to include the feminine gender and the neuter as well; the singular includes the plural and the plural, singular where the text so indicates.

2.03 The word “day” shall refer to normal working day, except where otherwise indicated.

2.04 (a) Work normally or historically performed by bargaining unit employees will not be performed by Company personnel outside the bargaining unit except in the following circumstances:

- (i) in an emergency, or
- (ii) in the instruction, training or replacement of employees who have been asked to work overtime and have chosen not to do so,
- (iii) in the development of the method of operations,
- (iv) when bargaining unit employees are not readily available because of absenteeism provided the company makes all reasonable efforts to provide a bargaining unit replacement,
- (v) during the two (2) fifteen (15) minutes paid breaks in order to deal with a back log or alleviate from production delays.

- (b) The company retains the right to sub-contract work so long as it does not cause the layoff of a bargaining unit employee, nor is it designed to circumvent the recall of any seniority employees.

2.05 The Company will negotiate at all times necessary in the manner provided herein, with the chosen accredited representative(s) of the Union, for the purpose of determining any disputes which may now exist, or which may arise as to wages, hours or working conditions.

### **Article 3- Non-Discrimination**

3.01 The Company and the Union agree that they will not discriminate against any employee due to race, creed, colour, sex, nationality, age, marital status, disability, political affiliations, religious affiliations, sexual orientation or by reason of Union membership or activity and any other grounds contrary to the Ontario Human Rights Code. The Company agrees to provide all bargaining unit employees with one (1) four (4) hour C.A.W. Human Rights Course over the life of the Agreement.

Any such complaint will be submitted to the CAW National Representative or the Local President, and the general manager within five (5) days of the events upon which the complaint is based, and jointly they shall thereafter investigate and attempt to resolve all such complaints referred to them within a further five (5) days. Furthermore, it is understood that no employee is obligated to follow this procedure, but, may proceed with

the filing of a grievance immediately pursuant to Article 8.

Nothing in the proceeding prohibits an employee from exercising their rights under the appropriate legislation.

#### **Article 4 - Management Rights**

4.01 The Union recognizes and acknowledges that the management of the plant and direction of the working forces are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company and its management, except only as may be specifically limited by an expressed provision of this agreement or applicable legislation:

- (a) to maintain order, discipline and efficiency; to make, alter, and enforce, reasonable rules and regulations, policies and practices to be observed by its employees; to discipline and discharge employees for just cause subject to the grievance procedure; it being understood and agreed that changes to such rules and regulations will be brought to the attention of and meaningful discussion will take place with the plant committee prior to implementation thereof;
- (b) to select, hire, and manage the working force; to transfer, assign, promote, demote, suspend, classify, layoff, recall, and retire employees for positions excluded from the bargaining unit and to transfer employees into the bargaining unit, the right to maintain or introduce incentive systems,

the right to decide on the number of employees needed by the Company at any time **and** the number of hours to be worked, and the right to develop and implement an absentee control program;

- (c) to operate and manage the business in order to satisfy its commitments and responsibilities; the right to determine the extension, limitation, curtailment or cessation of operations or any part thereof; the right to determine the nature and kind of business conducted by the Company, the kinds and locations of plants, equipment, product components, parts and materials to be used the products, materials, services and/or equipment to be purchased and/or leased; the right to the control of materials and parts, the methods and techniques of work, the content of jobs, the scheduling of operations, and quantity and quality of production; the right to create job classifications from time to time; the right to subcontract work; the right to use improved methods, machinery and equipment; the right to determine the starting and quitting times; and generally the right to manage the enterprise and business without interference are solely and exclusively the right of the Company, except only **as** may be specifically limited by an expressed provision of this agreement, or applicable legislation.

Failure by the Company to exercise any of its management rights shall not be considered a waiver or

abandonment of such rights. The Company will not exercise its functions in a manner inconsistent with the provisions of ~~this~~ Collective Agreement.

**Article 5 - Union Membership and Check-off**

- 5.01 All present plant employees, new hires and probationary employees shall, as a condition of continued employment, become and remain members of the Union.
- 5.02 Dues are defined for the purpose of this clause as the regular Union dues and initiation fees as prescribed by the constitution of the Union and of which the Company is notified, in writing, by the Union.
- 5.03 (a) The Company will deduct from each pay cheque after an employee has worked at least forty **(40)** hours in any one (1) month, the regular monthly dues and remit monies to the financial secretary of CAW Local 1986 by the fifteenth (15th) of the month following the month in which dues are deducted.
- (b) Initiation fees shall be deducted and remitted from an employee's pay cheque from a different pay period than the pay period from which dues are deducted.
- (c) The Company will, at the time of making such remittance, supply a list of names of each bargaining unit employee from whom pay deductions have been made and the amount

deducted for the month. Also, the names and status of any bargaining unit employee from whom the Company has made no dues deductions will be forwarded.

- 5.04 The Company agrees to supply the CAW National and area offices with a quarterly list of employee's names, seniority, classification, addresses, phone numbers, and postal codes including noting any change in addresses, individuals who retire or terminate and new employees hired. The Union will treat such information with confidentiality. Employees who wish to be exempt from any of the preceding will notify the Company and Union in writing.
- 5.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made or information disclosed in accordance with this collective agreement.

#### **Article 6- Union Representation**

- 6.01 The Company acknowledges the right of the Union to elect a plant committee which shall be composed of:

one (1) committee person in the maintenance and pattern shop areas

one (1) committee person in the core room, pepset and squeezer areas

one (1) committee person in the foundry, hunter and set-up, bowl areas and furnace areas

one (1) committee person in the quality assurance,

cleaning room and truck driver areas

one (1) chairperson from the above to be elected.

In addition there may be a committee person on each of the off shifts (i.e. second and third shifts), if there are at least ten (10) employees on either shift.

The committee persons and the plant chairperson at the time of their election must have been employees of the Company, with seniority.

The duty of the committee persons shall be to represent the employee(s) in the processing of grievances or complaints as outlined in the grievance procedure.

Where a committee person accepts a transfer from their area of responsibility, a new election shall be held to replace that committee person, and the transferred individual will no longer be a member of the plant committee.

If there are **sixty** (60) or more employees on an off-shift, there will be an additional committee person. Areas of representation to be mutually agreed between the parties.

- (b) For purposes of Step III meetings, the Plant Committee may consist of the following individuals only: the CAW National Representative and/or Local Union President, if they are able and wish to attend, Plant Chairperson, the Griever if requested by the Union, and the involved Committee person.

- (c) For purposes of negotiations, the Company will recognize and deal with a Negotiating Committee consisting of the CAW National Representative, the Local Union President and three (3) employees who have been elected from the Plant Committee, one of whom will be the Plant Chairperson, plus a second or third shift Committee person where applicable. The Health and Safety Chairperson may attend negotiations only during the time the Company and Union are discussing health and safety issues. Furthermore, it is agreed the entire Plant Committee will be permitted to prepare the negotiation proposals prior to the commencement of negotiations.
- (d) The Union will have the right to a bilingual translator to assist the Plant Chairperson or Committee persons when dealing with grievances or complaints brought forward by a Portuguese Member of the Bargaining Unit. The translator will be at no cost to the employer.
- (e) The Company will provide an adequate Union office which will contain a phone, desk, 2 filing cabinets. Computer, "e" mail internet by May 2006. The Union may use the class room for meetings.

6.02 The Union will inform the Company, in writing, of the names of Plant Committee and any subsequent change in the names, and the Company will not be required to

recognize such persons until such notification from the Union has been received.

6.03 The Employee and/or the Union Committee person representing the employee's department and shift shall report to and obtain permission from the designated Company representative for that department when it is necessary for the purpose of handling a complaint or the processing of a grievance at Step 1 or Step 2 or Step 3 of the grievance procedure to conduct Union business with the Company. Such permission will not be unreasonably withheld, and in any case, will be unpaid time beyond that permitted by Article 6.04(a) below. However, where requested by the relevant Committee person, the Company may grant additional paid time for purposes of Article 6 at its sole discretion. The designated Company representative shall have a reasonable period of time to obtain a replacement so as to ensure there is no interruption of production. The employee and/or their Committee person shall report back to the designated representative of the Company for that department when they return to the work area.

6.04 (a) Time ~~off~~ work by Union officials as specified in 6.01 for Union business as specified in 6.03 will be paid by the Company at their regular hourly rate. It is agreed that only such time as is reasonably necessary will be consumed by such persons during regular working hours in order to attend to this Union business.

(b) The Plant Chairperson, together with the rest of the Committee persons, shall form the plant committee for the purpose of meeting with the

Company for the administration of this collective agreement and contract negotiations.

- c) (i) The applicable overtime rate will be paid for Union business under 6.03 conducted on a Saturday, Sunday, holidays (and Friday for employees who work the four (4) day, ten (10) hours shifts), where the Union Representative is scheduled to work or is called in by the Company.
- (ii) The applicable overtime rate will be paid for Union business where an off-shift Union Representative is required to attend a Step III, or a meeting under 6.04(d) or any other meeting where the parties have mutually agreed the Representative should attend.
- (iii) The applicable overtime rate will be paid where the Company and the Union Representative agree that Union business will be conducted before or after the Union Representative's shift.

(d) Labour/Management Meetings

The Company and the Union Committee will meet every second month to discuss mutual issues between the parties. The meeting will be of a duration to adequately deal with the issues to be discussed. The date of such meeting may be

changed by mutual agreement between the parties and the Committee will be allowed to meet for one (1) hour prior to the meeting.

- 6.05** The Company agrees to recognize and deal with a representative from the C.A.W. and/or the President of the Local Union as part of the negotiating committee.
- 6.06** The Bargaining Committee shall be retained on steady days in their classification and the rate of pay and shall be the last persons laid off as long as they are qualified to perform the work available. In addition, Committee persons identified in **6.01** shall be the last person laid off in their area of representation as long as they are qualified and willing to perform the work available.

The Plant Committee, upon leaving office shall be reinstated to their job classification that was held before taking office, or job classification that they may have posted as per Article 15, provided they have seniority to do so.

- 6.07** The Union will be allowed to post on a bulletin board, provided by the Company, notices regarding meetings and other matters that pertain only to the Union. The Company will supply bulletin boards in the main lunch room, pattern shop and grinding area in the west building, for the use of the Union as prescribed in this agreement.
- 6.08** The Company will notify the plant committee, in writing, of the management personnel and any subsequent changes in these names who will be dealing with the

administration of the collective agreement.

- 6.09 The National Representative and/or President of the Local Union will be entitled to be present at meetings with management when deemed necessary by the plant committee.
- 6.10 The Company will permit the Union to hold elections of Union representatives on the Company's premises during the unpaid time of the employees on their shift. The locations and times for voting will be determined by mutual agreement between the plant committee chairperson and the plant manager. The Company will pay members of the Election Committee for lost time.
- 6.11 When an employee wishes to see his Union representative, he shall notify his supervisor who will inform his representative of the request, subject to clause 6.03.
- 6.12 The Union may designate an alternate who will function in the absence from the plant of any Union representative. Notice of such alternate shall be given to the appropriate management representative, in writing, before such alternate shall function. The alternate must be a seniority employee who is scheduled to work during such absence.
- 6.13 The Company agrees to provide an unpaid leave of absence for two (2) days for the plant committee elected following the ratification of this agreement for the purpose of the CAW educating them as to their rights and obligations under the collective agreement. This

education will take place at the same time for the entire committee within one (1) month following its election.

## **Article 7 - Strikes and Lockouts**

7.01 It is agreed that during the term of this agreement, neither the Union, its officers or members shall sanction or participate in any strike, slowdown, or work stoppage of any kind. It is further agreed that during the term of this agreement, there shall be no lockout of employees by the employer and that any differences or misunderstandings which arise between the parties shall be adjusted pursuant to the terms of collective agreement or applicable legislation.

## **Article 8 - Grievance Procedure**

8.01 A grievance is any complaint, dispute, or controversy between an employee or the Union and the Company relating to the interpretation, application, administration or alleged violation of this agreement, and any question as to whether a matter is arbitrable.

The following procedure will be followed in the settlement of grievances arising out of this agreement.

**STEP 1** : prior to filing a Step 2 written grievance, bargaining unit employees are encouraged to discuss the issue(s) with their immediate supervisor at which time a union representative will be present. The supervisor will respond within 24 hours. Failing a satisfactory answer the employee may then file a written grievance at Step 2 of the grievance procedure.

**STEP 2** : The employee must submit his written grievance to his Supervisor, or their designate, within four (4) working days from the alleged violation of the agreement, or from the date the alleged violation of the agreement became known to the griever. The employee may request the Supervisor, or their designate to call a Committee person to discuss the specific grievance. The Supervisor or their designate, shall render a written decision to the Union and employee within four (4) working days following the meeting. In all cases, the appropriate Union representative will be notified of the nature of the complaint and the Company's answer no later than four (4) working days following the meeting.

**STEP 3** : Failing an answer or a satisfactory settlement at STEP 2, within five (5) working days, the aggrieved employee, with the Plant Committee, shall refer the grievance, in writing, to the Plant Manager, or his designate. A meeting to review the merits of the grievance will be held at a mutually agreed time and date within five (5) working days of such submission. A representative from the National Office of the Union and/or the President of the Local may be present, if requested by the Union or the Company. The Plant Manager, or his designate, shall render his decision in writing to the Plant Chairperson, within five (5) working days from the date of the meeting of the parties.

**STEP 4** : Any matter which remains unsettled after exhausting the above grievance procedure may continue by mutual agreement to non-binding mediation.

Mediators will be selected as follows: Either party may select to proceed to arbitration after Step 4.

The PAM Group or such other mediators that both parties agree to.

- 8.02** Policy or group grievances initiated by the Company or the Union shall be submitted at Step 3 of the grievance procedure. A policy grievance shall not be used to circumvent individual or group grievances, but may be used to resolve interpretations of this collective agreement.
- 8.03** Grievances dealing with suspensions, discharges or Article 3 (non-discrimination) shall commence at the third (3rd) Step of the Grievance Procedure.
- 8.04** The time limits set forth at the various Steps of the Grievance Procedure may only be extended by mutual consent, in writing, and signed by both parties.
- 8.05** Failing a satisfactory settlement as in the third Step, the grievance may be submitted to arbitration as outlined in Article 9 in this agreement.
- 8.06** The Company shall not be subject to any financial liability for any period more than ten (10) working days prior to the date a grievance has been filed in writing. This provision will not apply to claims regarding improper payment of wages.
- 8.07** Throughout all the steps of the grievance procedure the time limits shall apply equally to the Union and

Company, but **can** be extended by mutual agreement. Any time either of the parties fail to respond within the time limits or agreed upon extension of time limits, they will default their position and the grievances **will** be settled based upon the other party's last written request. Such settlements however, will be on a non-precedent setting basis.

- 8.08** Any grievance resolved or withdrawn and that decision is subsequently appealed through the appeal procedure established by the CAW constitution Appeal Procedure and such appeal is upheld, the grievance shall be considered timely and will be processed to the appropriate step of the grievance procedure. The Company, however, will not be responsible for any monetary liability beyond any amount that which would have been incurred had the grievance been processed under the normal procedure.

### **Article 9 - Arbitration**

- 9.01 Failing a satisfactory settlement in Step 3 of the Grievance Procedure, it shall be the responsibility, of the party desiring arbitration to so inform the other party, in writing, within ten (10) days after the General Manager's, or his representatives response.
- 9.02 The parties agree to the following list of single arbitrators who shall be assigned on an alphabetically, rotating basis at the time a grievance is submitted for arbitration pursuant to Article 9.01

Chris Albertyn

Gail Brent  
Howard D. Brown  
Ian Hunter  
Professor W. B. Rayner

- 9.03 The decision of the sole arbitrator shall be final and binding upon the parties, The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify or amend any part of the agreement, nor to adjudicate any matter not specifically assigned to him or her by the written grievance as, required above.
- 9.04 The parties will equally bare the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 9.05 Any extension of the time limits contained herein may only be made by mutual consent, in writing.
- 9.06 Once a specific individual, group or policy grievance has been resolved/settled through the grievance or arbitration procedure, it will not be re-grieved.

### **Article 10 - Discipline**

- 10.01 The disciplining of employees shall be made by the Company only for just cause (subject to the provision of Article 11.02 as they relate to probation employees) and the decision to terminate must be made within five (5) days of the date of the alleged misconduct, or within five (5) days after the General Manager of the Company has become knowledgeable of the alleged misconduct.

Unless it is not practicable to do so and agreed to in writing with the Union to extend the time limits.

10.02 The parties recognize that the discipline or discharge of an employee is a serious matter. Therefore, the parties wish to afford an employee the opportunity to present his version of the event prior to a decision concerning his possible discipline or discharge. The employee shall have their committee person present at this meeting which should take place within three (3) days following the incident which gave rise to the discipline. The three (3) days will be extended if there is no Union representative available. The employee and the Union will be informed of the reasons for discipline and/or discharge and the penalty, in writing.

10.03 The Company agrees that no bargaining unit employee will be removed from the plant for suspension or discharge, until the Union has had a reasonable amount of time to investigate the alleged violation, unless they commit an offense that is of a violent nature **and** may endanger themselves and/or other employees.

An Employee who is suspended or discharged shall be provided the opportunity to an interview with their Committee person prior to leaving the Company premises.

10.04 Any disciplinary action, including verbal and written warnings will be removed from an employee's file after twelve (12) months of the occurrence, fifteen (15) months for suspension.

10.05 A Union representative shall be present at all consultation meetings held between the employer and an employee.

### **Article 11 - Probationary**

11.01 New hires shall be considered probationary until they have completed a total of 60 (*sixty*) days actually worked within a 12 (twelve) consecutive month period, and upon successful completion of that probationary period, they shall be assigned a seniority date which shall be their date of hire.

Employees who work a week of four **(4)** ten (10) hour shifts will be credited with 5 (five) days worked.

It is understood that a probationary employee will be considered to have worked a day provided he works four **(4)** hours of his scheduled shift.

11.02 The discipline or discharge of a probationary employee may be based on a lesser standard than that for a seniority employee. In addition the company will exercise its discretion in "good faith".

11.03 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with union security and dues check **off**. A new employee shall be advised of the name and location of his/her Union Steward/ Committee person and shall be provided with a copy of the Collective Agreement. The

Plant Chair and Health and Safety Co-Chair will be allowed up to ten (10) minutes each to orient and introduce new hires to the Union.

11.04 The Union may grant an extension to the probationary period, of no more than 30 days in writing. Such request shall not be unreasonable denied.

## **Article 12 - Seniority**

12.01 The term “seniority”, as used herein, shall mean accumulated service, with the Company as described in 11.01.

12.02 In the case of equality in seniority ranking, seniority shall be determined by the alphabetical order of employees last names.

12.03 **An** employee ~~will~~ lose his seniority and his employment with the Company will be terminated, for any of the following reasons:

- (a) If he voluntarily quits.
- (b) If he is discharged and not reinstated through the Grievance and Arbitration Procedure.
- (c) If he retires or is retired.
- (d) If he is absent without a Company approved leave of absence, for more than three (3) consecutive working days without a valid reason.
- (e) If an employee has been laid off and does not return to work within five (5) consecutive working days from delivery of the first notice of the

registered letter or courier, advising him to report for duty. However, the five (5) consecutive working days will be extended to ten (10) consecutive working days if the employee is working elsewhere. Also, the employee can refuse recall if the work is for thirty (30) days or less, without losing seniority. A copy of this letter will be provided to the Plant Chairperson, or his designate, at the time of mailing.

**An** employee will not lose seniority if failure to report is for a valid reason.

- (f) If he is absent without a Company approved leave of absence for more than three (3) consecutive working days, or the employee overstays a Company approved leave of absence by more than three (3) days without a valid reason. It is understood and agreed that such action may nevertheless result in discipline where absences are for less than three (3) days.
- (g) If an employee is laid off due to lack of work and not recalled for a period of three (3) years.
- (h) If, in the heat of a dispute, the employee resigns, the Company will grant the employee until the next working day as a “cooling off period for the employee to reconsider their resignation. (This will only be allowed once per life of the Collective Agreement.)

12.04 It shall be the responsibility of the employee to notify the company, in writing, promptly of any changes in their address, telephone (listed or unlisted), marital status and benefit status. If employee fails to do so, the company will

not be responsible for failure of any contact or notice to reach the employee, or benefit disallowance because of failure to change benefit status. The Union will receive a copy of address and/or telephone number changes.

- 12.05 Employees transferred to a position outside of the bargaining unit, may be transferred back to the bargaining unit by the Company at any time within one hundred (100) days following such transfer, with credit for all seniority accumulated to the date of their return to the bargaining unit.
- 12.06 The Company, agrees to post an up-to-date seniority list every ~~six~~ (6) months and such lists shall show the employee's job classifications. A copy of the seniority list will be provided to the Plant Chairperson. The Company will notify the Plant Chairperson weekly in writing, of hires and quits; and monthly deaths, retirements and sick or injury leaves.
- 12.07 A disabled employee who is no longer able to perform the work in his classification, but is capable of performing other duties, or any 'employee' who has incurred a temporary or permanent partial disability, will be assigned to or retained at an operation which he is capable of performing at the prevailing rate of pay of that position.

Such employee, based on their restriction, will first be placed in a vacancy and if none exists, be allowed to

displace the most junior employee in the plant whose job they are able to perform. In no case will they displace an employee with more seniority. The above must be established by a medical document.

### **Article 13-Layoff**

13.01 In the case of a layoff of more than five (5) days or the cancellation of a job, the company will give a minimum five (5) day clear notice to the seniority employees affected and the Union. Such notice to the Union will be in writing. The Company will notify employees to be laid off verbally and if possible post a list of names of the employees to be laid off on the plant bulletin board. A copy of the layoff notice will be given to the plant chairperson at the time of posting.

In the case of a layoff of under five days, the Company will give as much notice to the Union as practical. Prior to any layoff the Company and Union will meet to discuss the reason for the layoff.

13.02 (a) In the case of layoff from work, the following factors will apply:

- (i) seniority first
- (ii) ability

Where the ability of the senior employee is in dispute, the employee will be given adequate opportunity to demonstrate they can perform the required work efficiently, by a qualified instructor.

- (b) Layoffs will take place on a departmental basis pursuant to clause 13.02(a) subject to the following:
- (i) Students will be laid off first;
  - (ii) Probationary employees will be laid off;
  - (iii) Such displaced employees will then be permitted to exercise their seniority and bump according to the following procedure:
    - (a) Within their classification;
    - (b) Junior employee on shift in department;
    - (c) Junior employee on shift;
    - (d) Junior employee on any shift and plant.
  - (iv) However, furnace operators, pattern makers, and qualified maintenance personnel cannot be bumped, except by a person who has previously held the classification, and subject to 13.02(a).
  - (v) In the event that a whole shift or department is laid off, senior employees shall exercise their seniority and bump according to the following procedure:
    - (a) They shall have three (3) working days to exercise their bump according to Article 13.02 (b) (iii).

13.03 If no work is available because of fire, lack of power, act

of God, “furnace run-out”, or for any other reason beyond the control of the Company, employees may be laid off, and the seniority provisions of clause 13.02 will not apply for five (5) days. It is recognized that the company has the right to keep qualified employees who can perform the work efficiently.

#### **Article 14- Recall**

14.01 In case of recall to work from layoff, the following factors shall be considered:

(a) Seniority

(b) Ability

Where the ability of the senior employee is in dispute, he will be given adequate opportunity to demonstrate he can perform the required work efficiently, by a qualified instructor.

(c) when a canceled job is reinstated by the Company within two (2) years from the cancellation date, the affected employees shall revert back to their posted positions in reverse order accordingly. When a canceled job is reinstated by the Company after two (2) years from the date of cancellation, Article 15 (jobposting) will apply.

14.02 The Company will notify the Plant Chairperson of recalls in writing, and in advance of such recall.

#### **Article 15- Job Posting**

15.01 (a) In the event new jobs are created or vacancies occur within the bargaining unit, the Company will

post such new jobs or vacancies for a period of three (3) days in order to allow bargaining unit employee the opportunity to apply. *All applications must be in writing, on forms supplied by the Company, and copies to the Union.* The successful applicant will maintain his previous rate during the ten (10) day period in 15.04.

- (b) The Company will notify the plant Chair Person and the applicant within three (3) working days of the expiration of the job posting, advising them of the results of the job posting. Whenever possible, the successful applicant will be transferred within ten (10) working days after being advised of the results on the posting or on the date the job becomes available, if such date is later.

15.02 In filling jobs under this section, the following factors shall be considered

- (a) Seniority
- (b) Qualifications and Ability

Where the qualifications or ability of the employee is in dispute, the employee will be given adequate opportunity to demonstrate he can perform the required work efficiently, by a qualified instructor. Employees who are offered a posting will only be permitted to post for a new position once every six (6) months. Clarification : The six (6) months above shall commence from date of entry into classification.

- 15.03 The subsequent job vacancy, if any, created by successful job bidding will be filled through the same job posting procedure. However, any subsequent job vacancy(ies) if any; will be filled at the discretion of the Company. However, before the Company hires off the street, the six (6) month limitation will be waived.
- 15.04 In case the employee is not retained in the job by the Company, or the employee voluntarily elects to give up his rights to the job, and provided either decision is made within ten (10) working days from the time the employee commences work in the position, the employee will be returned to his former job, and any other employee affected thereby will be returned to his job on a similar basis, and thereafter, the original job will be filled in accordance with Article 15 of the agreement.
- 15.05 The Company will post the names of all employees applying for a job posting as well as the successful applicant.

### **Article 16- Temporary Transfer**

- 16.01 A seniority employee temporarily assigned, at the discretion of the Company to a classification other than his regular classification, shall be paid his regular rate of pay, or the classification rate of the job to which he is transferred, whichever is higher.

Seniority employees who are to be temporarily transferred will be selected on the following basis:

- (1) lowest seniority employee in the department on the shift;
- (2) probationary;
- (3) lowest seniority employee in the plant on the shift.

Where any of the preceding seniority employees are unable to perform the available work efficiently, the Company will assign the lowest seniority employee on the shift who is able to perform the required work efficiently. If no-one on the shift is so qualified the Company may assign someone from a different shift.

16.02 A transfer shall be considered temporary provided it does not exceed thirty (30) calendar days, and during this period, will not be subject to the seniority provisions of this agreement. If such transfer exceeds this period, it will be declared as a permanent vacancy and posted for job bidding.

16.03 Vacant jobs created as a result of illness, injury, occupational accident or illness, W.S.I.B., or leave of absence shall not be posted as permanent vacancies and may be filled at the discretion of the Company of a temporary basis for the duration of illness, injury, occupational accident or illness or leave of absence for a maximum of thirty (30) days.

When such absence outlined in this clause is expected to exceed thirty (30) days actually worked, such job will be posted for the temporary period, subject to the job

posting provisions of the Collective Agreement.

On conclusion of the temporary posting, the employees involved will return to their former classification and shift. The maximum time limits for a temporary posting is two (2) years for this clause.

### **Article 17- Designated Paid Holidays**

17.01 The following shall be considered as designated paid holidays under the terms and conditions of article 17 of this collective agreement.

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

(Two (2) Crowe employee days & Birthday designate  
between Christmas Day and New Year's Day)  
Birthday (following one (1) year of service)

Seniority employees who are laid off after December 1<sup>st</sup> and recalled before January 31<sup>st</sup>, must take three (3) personal days (2 Crowe days & birthday) at a mutually agreed time after the recall. All other employees must combine Crowe days & Birthday to take a Christmas

shutdown starting in 2005.

**17.02** Seniority employees will be paid for a designated paid holiday if they have worked their full scheduled shift before and after the holiday. These requirements will be waived for the following reasons:

1. absent or late with a satisfactory reason, or
2. laid off, but has worked sometime in the two (2) calendar weeks preceding such holiday(s), or
3. on sick leave or Workers' Compensation.
4. he is on bereavement leave, jury duty, has been subpoenaed as a Crown witness, or is on an authorized leave of absence.
5. Emergency days as described in the Employment Standards Act. Employees provides reasonable evidence in the circumstances that they are entitled to the leave, if requested,

**17.03** If a designated paid holiday falls within a seniority employees' annual vacation or bereavement leave, that day will be added onto his vacation, or if mutually agreed upon, it may be taken at a later date or the seniority employee may receive another days pay in lieu of additional time off.

**17.04** Seniority employees eligible for payment of a designated paid holiday will be paid on the basis of their applicable normal hourly rate, multiplied by their regular hours of work on such day. For holidays falling on a Friday, the holiday shall be observed on the Thursday for those employees working a four (4) ten (10) hour shift schedule.

- 17.05 If any of the designated paid holidays falls on a Saturday it will be observed on a Friday and if a designated paid holiday falls on a Sunday it will be observed on a Monday.
- 17.06 **An** employee and supervisor can mutually agree to move his birthday paid holiday to either the Monday before or the Friday following his birthday, or the employee may take the holiday on his actual birthday. For the calendar year of 2004.

### **Article 18- Vacations**

- 18.01 **An** employee shall receive vacation with pay on the following basis:

(see table)

“Earnings” for the purpose of this Article 18 means the aggregate of the following paid during the twelve month period prior to June 30th.

- (a) Wages for hours actually worked including overtime.
- (b) Bereavement pay.
- (c) Designated holiday pay
- (d) Plant Holiday pay.
- (e) Call-in Pay.
- (f) Reporting Pay.
- (g) Jury and Crown Witness pay.
- (h) Union leave (not including 28.04).

Length of Service	Vacation	Vacation Pay as a Percentage of Earnings
Less than 1 year	1 paid day per month service	
1 year but less than 5	2 Weeks	4%
5 years but less than 10	3 weeks	6%
10 years but less than 20	4 Weeks	8%
20 years but less than 25	5 weeks	10%
25 years and over	6 Weeks	12%

- 18.02 **An** employee who works during the annual vacation shutdown will be permitted to take his unused vacation at a later time during the vacation year at a mutually agreeable time.
- 18.03 Employees shall receive on their pay stubs, an updated gross vacation pay entitlement. Adjustments will be made as employees take vacation.
- 18.04 The vacation year shall run from July 1st to June 30 of each year. Employees will receive any vacation pay entitlement at the time they take their vacation.
- 18.05 Vacation shall not be accumulated and must be taken within the current calendar year.
- 18.06 Vacation pay to be paid out at the time that **an** employee takes his/her vacation, by direct deposit into their bank account weekly. **An** employee who desires their full vacation pay at shut down must give Crowe Foundry Limited a one month written notice. Such requests will be dealt with on availability funds. Any employee request for vacation pay during the year, except two weeks which

will be held for shut down, must give two week notice.

- 18.07 Employees on vacation who are eligible for bereavement or STD, shall be entitled to reschedule their vacation at a mutually agreed upon time.

### **Article 19- Hours of Work**

- 19.01 The normal work week will be eight (8) hours per day Monday through Friday for a total of forty (40) hours per week and ten (10) hours per day Monday through Thursday for a total of forty (40) hours per week for the afternoon shift.

Wash up will be at straight time.

Nothing in this article shall be so construed as to mean a guarantee of hours of work per day or per week.

- 19.02 (a) The normal work week will be comprised of:

**Day Shift** 8 hours

6:00 a.m. 2:00 p.m. 15 minute paid break  
20 minute paid lunch (includes washup)

7:00 a.m. - 3:00 p.m. 15 minute paid break  
20 minute paid lunch (includes washup)

**Afternoon Shift**

3:00 p.m. 11:00 p.m. 15 minute paid break  
20 minute paid lunch (includes washup)

**Midnight Shift**

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

15 minute paid break

20 minute paid lunch (includes washup)

**Ten (10) Hour Shifts****Day Shift**

6:00 a.m. - 4:00 p.m.

15 minute paid break

10 minute paid break

20 minute paid lunch (includes washup)

**Afternoon Shift**

3:00 p.m. - 1:00 a.m.

15 minute paid break

4:00 p.m. - 2:00 a.m.

10 minute paid break

20 minute paid lunch (includes washup)

**Weekend Workers - 12 Hour Shift**

6:00 a.m. - 6:00 p.m.

2 - 15 minute paid breaks

1 - 10 minute paid break

1 - 30 minute paid lunch (includes washup)

6:00 p.m. - 6:00 a.m.

2 - 15 minute paid breaks

1 - 10 minute paid break

1 - 30 minute paid lunch (includes washup)

- 19.03 (a) ~~Shift~~ hours and/or schedule changes will be discussed and mutually agreed to by the parties.
- (b) Employees will be notified of shift changes prior to the commencement of the work week unless the employee agrees otherwise.

- 19.04 Plant chair and committee person excepted, employees will be able to select their ~~shift~~ based on their seniority

and classification. Employees who wish to switch shifts, must provide the Company with at least ~~two~~ (2) weeks notice in writing and will then be unable to change shifts for twelve (12) months.

**19.05** A weekend worker shall not bump a normal Monday-to-Friday shift worker or Monday-to-Thursday shift worker under Article **19.04**. A weekend worker may exercise their seniority under Article **19.04** of the Collective Agreement for the weekend shifts only. A regular week worker can only exercise this clause within the regular workweek.

### **Article 20 - Overtime**

- 20.01 (a) All work performed by an employee in excess of their normal hours in a normal day will be paid at the rate of time and one-half (1 1/2) their normal hourly rate.
- (b) The normal hourly rate will be paid at time and one-half (1 1/2) for all hours worked on Saturday, (and Friday for employees on the four (4) ten (10) hour shift).
- (c) The normal hourly rate will be paid at double time (2) for all hours worked on Sunday, designated paid holidays, and Saturday's for employees on the four (4) ten (10) hour shift who have worked overtime on the Friday of that week.

- (d) Employees who work on a designated paid holiday will receive their double time pay plus their holiday pay.

The wash-up payment will be at straight **time**.

Saturday or Sunday work that is part of a normal scheduled shift will not be paid at the overtime rates above (ie, furnace crew now starts at 11:00 p.m. Sunday).

20.02 Distribution of overtime for incapacitated employees shall be as follows:

- (ii) Employees with temporary restrictions placed on modified duties shall not be entitled to overtime.
- (iii) Employees who have provided the Company and Union with satisfactory medical evidence of permanent restrictions and have been placed in modified duties, with mutual agreement of the Company and Union, overtime shall apply as follows:
  - (a) They will not be entitled to work overtime on jobs other than those spelled out in their modified duties.
  - (b) Should their overtime hours entitle them to work and there is work available within their normal modified duties, they will be entitled to work.

20.03 Overtime premiums shall not be paid more than once for any hour worked and there shall be no pyramiding of overtime.

20.04 (a) The parties agree that overtime will be on a voluntary basis. The Union and the employees agree to cooperate with respect to such additional work because of the recognition that business requirements caused by customers needs or production difficulties necessitate overtime work from time to time.

(b) **An** employee (including probationary) accepting an overtime assignment shall be paid at the rate of the job which is to be performed in overtime, regardless of his normal rate of pay during regular hours.

(c) Employees shall be notified by 12:00 p.m. (noon) for weekday overtime or twenty-four (24) hours notice in case of weekend overtime, whenever possible. Such written notice shall also be given to their committee person in advance when available. Regular overtime will be distributed on regular overtime charged.

Overtime will be separately recorded and posted on a weekly basis not later than Wednesday for the preceding week. All overtime refused by an employee, within their classification and with notice as defined above, will be charged to their overtime record on the same basis as above.

- (d) Second and/or third shift employees will receive shift premium for hours worked before and following their normal shift.

20.05 The Company will make reasonable efforts to distribute overtime opportunities equitably amongst the seniority employees who are in the job Classification for which the overtime is scheduled. The charging of overtime hours will be as follows: Eight (8) hours at time and one half (1.5) times = twelve (12) charged hours, 8 hours at 1.5 times = 12 charged hours, eight (8) hours at double (2) time = sixteen (16) charged hours, 8 hours at 2 times = 16 charged hours.

20.06 Supplement Overtime Employees will be provided with the opportunity to indicate to which classifications they feel they are qualified to perform in and for which they would like to be considered for overtime opportunities. Employees must be qualified to perform the work efficiently. The list will be by seniority and once it is completed and published at the end of this thirty (30) day period employees from this list will first be offered overtime opportunities on a rotating basis, after the employees who are working in the classifications. Employees can be added or removed from this list by submitting notice to the Company in writing. Only after qualified employees from this supplemental overtime list have declined may probationary employees then be offered overtime in the classification where overtime is required.

It is the goal of both the Company and the Union to make supplemental overtime work and therefore both are

committed to meet and work out problems that may occur from time to time. A list showing those employees volunteering and the number of overtime hours offered shall be posted each week by Wednesday noon. Any employee whose name appears on the supplementary list and who, for whatever reason, turn down offered overtime, will be charged the hours accordingly.

20.07 Should it be necessary to telephone employees at home, the Company shall have a Union Representative present to verify any calls and such Union Representative shall co-sign a listing to denote his/her concurrence. Employees telephoned but not contacted will have their hours credited accordingly.

### **Article 21- Shift Premiums**

21.01 The shift premium for the afternoon shift will be ~~sixty~~ (\$0.60), and for the midnight shift seventy (\$0.70) cents

### **Article 22- Reporting-In Pay**

22.01 In the event that an employee reports to work on his regular shift, without having been previously notified not to report, he will be given at least four (4) hours of work at his regular hourly rate of pay in his own job or other available work, or if no work is available, he will be paid the equivalent of four (4) hours at his regular hourly rate of pay in lieu of work.

22.02 Alternatively, the Company will give the employee the option of not performing the available work and going home instead, in which case the employee would be paid

for the time worked only, if any. However, should the Company not have sufficient volunteers to perform the work it requires, the most junior employees who are qualified to perform the work efficiently will be required to remain and perform the work.

22.03 This article shall not apply when there is a lack of work due to an Act of God, such as fire, flood, power failure, etc.

### **Article 23- Call-In Pay**

23.01 **An** employee who has completed his shift and has left the plant and is then recalled, to work extra time, shall be paid at one and one-half (1%) or four (4) hours at their regular hourly rate whichever is greater for such additional work. This provision shall not apply to an employee who is called in to perform normal overtime work immediately prior to his regularly scheduled ~~shift~~.

23.02 There shall be no duplication or pyramiding of this premium nor any other premium provided for in this agreement unless otherwise provided for.

23.03 Employees who have agreed to perform furnace checks on those days when the Company is not operating shall receive a payment of eighty-five dollars (\$85.00) per day. If no bargaining unit employee with furnace experience agrees to do these furnace checks the Company may assign this work to someone outside of the bargaining unit. The employee who responds to a beeper call will receive four (4) hours call-in pay.

## Article 24- Health and Safety

- 24.01 a) The Company acknowledges the right of the Union to elect or appoint a Health & Safety Committee which shall be composed of:
- (i) One (1) Health & Safety Representative from Maintenance (Day Shift);
  - (ii) One (1) Health & Safety Representative from Afternoon Shift;
  - (iii) One (1) Health & Safety Representative from each Weekend shift;
  - (iv) Two (2) Health & Safety Representatives from Day Shift Production.

The Company agrees that one (1) of the above mentioned Health & Safety Representatives will be elected or appointed as a Health & Safety Co-chair.

The Company and Union recognizes its obligation to cooperate in maintaining and improving a safe and healthy working environment. Any reference in the Collective agreement to the Occupational Health and Safety Act will refer to the Occupational Health and Safety Act and WHIMIS Regulations Revised Statutes of Ontario, 1990, Chapter 0.1, as amended by Reg. 35/93 RRO 1990 Reg. 834.

- (i) The Health & Safety Co-chair shall be retained on the day shift in his/her classification and will

have preferred bargaining unit seniority, notwithstanding, the Health & Safety Co-chair shall be laid off before the plant chairperson and committee persons.

The Company agrees that the Health & Safety Committee shall have necessary and reasonable amounts of time during regularly scheduled working hours for the purpose of conducting Health & Safety business.

- (ii) The Health & Safety Representatives and the Co-Chair at the time of their election must have been employees of the Company, with seniority.

The duties of the Health & Safety Representative will be to represent employees in accordance with the collective agreement and the Occupational Health & Safety Act and Regulations.

The Union may designate an alternate who will function in the absence from the plant of any Health & Safety representative. Notice of such alternate shall be given to the appropriate management representative in writing, before such alternate shall function. The alternate must be a seniority employee who is scheduled to work during such absence.

- (c) The company will make available to the Joint Health and Safety Committee any manuals, codes or published material related to the workplace. **As** specified under the Occupational Health and

## Safety Act.

### (d) Workers Right to Refuse Unsafe Work

In the event of legislative changes to the Occupational Health & Safety Act the Company agrees to continue to recognize the worker's right to refuse work which may endanger their health and safety without reprisal from the Company.

**24.02** The Company agrees the National Representative, or his designate, with reasonable advance notice to the Plant Manager, may attend, from time to time, Health and Safety Committee plant tours and meetings.

**24.03** ***ALL*** employees, including probationary, when working in the plant, will be required to wear Company approved safety glasses to CSA quality level as a condition of employment in areas designated **by** the Joint Health and Safety Committee. The Company agrees to pay the full cost of safety lenses **and** frames every **six (6)** months or as required, provided the employee uses frames supplied by the Company and turns in their old pair of glasses.

- (a) Standard safety glasses will be provided by the Company and will be replaced by the Company when damaged at work and/or every twelve (12) months, when the employee turns in the old pair.
- (b) The Company agrees to pay full cost of prescription safety lenses and frames, every **six (6)** months, provided employee use frames provided by Company, and turn in their old pair of glasses. Employees will qualify for coverage after 3

months.

- 24.04** All employees will be required to wear the Company approved safety boots or shoes as a condition of employment, For employees who have completed their probationary period and who are working in the positions of iron pourer and shakeout, bullpusher, furnace charger, furnace operator, casting painter, and pipe painter, the company agrees to provide, at no cost to the employee, a maximum of two (2) pairs of the Company approved safety boots or shoes per contract year.
- 24.05** All other employees who have completed their probationary period will receive one (1) pair of Company approved boots or shoes per contract year at no cost to the employee.
- 24.06** The Company agrees to arrange for and administer a program for the provision of work clothes and their cleaning at a cost to each employee of seven dollars (\$7) per week for each employee, with participation strictly voluntary.
- 24.07** The Company agrees that for those employees who from time to time are required to go outside as part of their job duties, proper apparel will be provided as follows:

During warmer weather, rain coats provided per department.

During cold weather, winter coats provided per department.

Such apparel will be stored in a common area.

24.08 The Company agrees to provide lockers for all employees.

### **Article 25 - Personal Leaves of Absence**

25.01 A personal leave of absence, without pay, for a valid reason may be granted for a period not to exceed one (1) calendar month, at the sole discretion of the Company, provided such leave does not disturb the efficiency of the employee's work area or the plant, and such application is made in writing to the General Manager, or his designate, at least one (1) month prior to the leave of absence (unless waived by the Employer), and written approval is obtained from the General Manager, or his designate. The Plant Chairperson will be given a copy of any approved leave of absence.

25.02 Upon an employees' return from a leave of absence, the employee will be reinstated to his former classification and shift, if such classification and shift is still available.

25.03 The Company agrees that where requested and approved by the appropriate court, it will participate in a Temporary Absence Program.

### **Article 26 - Sick Leave of Absence**

26.01 Any employee who is unable to work because of a non-work related illness or injury, or work related illness or injury, and who furnishes satisfactory evidence thereof,

shall be granted a leave of absence while disabled, without pay or benefits, for the duration of their illness or injury, except **as** may be provided elsewhere in this agreement.

26.02 **An** Employee's reinstatement after missing three (3) consecutive days of work, is conditional on that employee supplying a satisfactory medical certificate to the company, from a qualified physician indicating he is fully recovered from his/her injury or sickness which caused his absence and is able to return to his/her regular duties. The company will pay to a maximum of \$30.00 per certificate/document. The Company agrees to pay cost of all Doctor's notes for Urgent Care referrals or equivalents.

26.03 Employees shall be entitled to Emergency Leave of ten (10) days unpaid per year, **as** part of the Employment Standards Act. **As** long as there continues to be legislation and the employees provide evidence reasonable in the circumstances that they are entitled to the leave, if requested.

### **Article 27 - Pregnancy/Parental Leave of Absence**

27.01 During pregnancy and parental leaves, seniority will continue to accrue and the Company will continue to pay the premiums for the benefits listed in Article 38, minus weekly indemnity, on behalf of those employees on a pregnancy/paternal leave of absence.

## Article 28 - Leave of Absence for Union Business

- 28.01 (a) The Company will grant, upon request of the President of the Local Union or the Plant Chairperson, permission for up to three (3) Union members in total to leave the plant on Union business at any one time without pay; not to exceed forty-five (45) working days annually in total for all Union business, provided such requests are made in writing at least one (1) week in advance to the Plant Manager, or his designate.
- (b) Employees on Leave of Absence to attend the Paid Education Leave Program (P.E.L.) will not be subject to 28.01(a) above. The Company will maintain all benefits for employees on Leave to attend the P.E.L. program.
- 28.02 The Company will consider a shorter period for emergency meetings.
- 28.03 All requests for Union leave will specify the nature of the business and the time when the individual(s) will be leaving and returning to the Company.
- 28.04 Any employee with at least one (1) year of seniority who is elected or appointed to a union office, or selected for other union activities by the National Union, the Ontario Federation of Labour, Canadian Labour Congress and/or the Local Union shall be granted a leave of absence without pay and benefits for a period not to exceed three (3) years provided such request is made in

writing at least fifteen (15) days in advance to the plant manager. This leave of absence may be extended for a maximum of one (1) year provided a written request is received at least thirty (30) days prior to the end of the three (3) year term. Employees covered by this clause will accumulate seniority during the first three (3) years of such leave of absence only. Employees returning from such leaves shall notify the Company in writing of their availability and desire to return to work for which the Company shall have up to five (5) working days to arrange for their return to work. Upon their return to work, the employee will be reinstated to their former classification and shift provided their classification and/or shift is available, and having regard to their seniority status at the time of their return.

#### **Article 29 - Bereavement Leave of Absence**

- 29.01 When a death occurs in an employee's immediate family, i.e. current spouse, daughter or son, stepchild, mother or father, brother or sister, upon application, the employee will be granted a leave of absence with pay for five (5) normally scheduled working days, excluding Saturday, Sunday and Statutory Holidays which may occur commencing with the date of death.
- 29.02 When a death occurs in an employee's family, i.e. stepbrother, stepsister, stepparent, brother-in-law, sister-in-law, grandparent, grandchild, or current spouse's parent, the employee will be granted, upon application, a leave of absence with pay for three (3) normally scheduled working days, excluding Saturday, Sunday and holidays which may occur commencing with

the date of death.

29.03 Employees who qualify, with proper written medical documentation, may apply for W.I. benefits following bereavement leave in 29.01, 29.02, without loss of seniority or benefits.

### **Article 30 - Wash-up and Rest Periods**

- 30.01 (a) Employees (probationers included) will be provided with a five (5) minute paid wash-up period prior to their lunch break, and twelve (12) minutes following their normal quitting time for which they will be paid .2 hours at their regular rate.
- (b) All employees (probationers included) will be provided with two (2) fifteen (15) minute paid breaks plus an unpaid lunch break, unless the Company, the Union, and the department mutually agree to an alternate agreement.
- (c) Furnace operators and chargers will be entitled to a ten (10) minute fatigue break following the slagging operation. Should the process change in the future, it is recognized that such a break may not be necessary.

### **Article 31 - Jury Duty & Subpoenaed Crown Witness**

31.01 (a) **An** employee (probationers included) shall be

granted leave of absence with pay at his regular hourly rate, for the normally scheduled hours the employee would otherwise have worked, for the purposes of serving jury duty, or if required as a subpoenaed crown witness.

The employee will present proof of jury duty or confirmation that he has appeared as a subpoenaed crown witness, together with documentation showing the amount he has received. Thereafter, the Company shall deduct from the pay of the employee the full amount of jury pay or crown witness pay received by the employee.

- (b) Employees (probationers included) do not have to report for work on those days they are required for jury duty or as a subpoenaed crown witness. Furthermore, they are not required to report back to work on that day if they are required past 11:30 a.m.

### **Article 32 – General**

32.01 The Company agrees that where Local Union members are away from the plant on Union business, or Committee persons are performing their responsibilities pursuant to Article 6 beyond that which is normally paid for by the Company, their wages will be paid through the normal payroll procedures at the Company at the employee's applicable normal rate of pay.

Such hours will be accrued and the Union then billed for reimbursement to the Company. Advanced Union authorization must be submitted in writing to the Company prior to the actual time that the employees are off the job, with the exception of time taken under Article 6. Records of hours paid will be maintained and the Local Union will be billed to reimburse the employer for wages paid.

### **32.02 Courses**

The Company agrees to pay one hundred per cent (100%) of courses and textbooks for any course the Company sends an employee on. The Company to pay wage for Company required courses.

### **32.03 Tuition**

The Company will reimburse employees for tuition for courses which have been successfully completed and which had prior Company approval. Further education up to and including Grade 12 or its equivalent will be approved by the Company

32.04 Employees who are requested and volunteer to visit customers and/or suppliers will receive pay at their regular hourly rate multiplied by the hours they would normally have worked that day

### **32.05 Lunchroom/Washrooms**

Adequate washroom and lunchroom facilities will be provided by the Company and kept in a sanitary

condition. Employees will cooperate by observing the simple rules of cleanliness. The Company agree to add a refrigerator, two (2) microwave ovens and a juice machine for the lunchroom

### 32.06 **Tools**

Employees will not be required to provide their own tools except for pattern makers and maintenance.

### 32.07 **New Technology**

When The Company is considering the introduction of technological change affecting members of the bargaining unit, the Union shall be notified with as much advance notice as is possible prior to the introduction of the new technology and kept up-to-date as new developments arise and modifications are made. The Company agrees to continue its practice of selecting the employees it believes require training on new equipment, machinery and technology.

Before any employee is laid off because of the introduction of new technology, the company shall have a meaningful discussion with the committee. **Any** new rate of pay or new classifications **as** a result of jobs being created or modified by this technology shall be discussed and mutually agreed upon with the committee prior to posting.

### 32.08 **Heat Relief**

The Company agrees that when the temperature and

humidity in the plant reach a level that the comfort and health of the employees is in question, the Company will meet with the committee to discuss and attempt to agree on a course of action. Such action may include the extension of and/or increase in the number of breaks, the providing of refreshments, and in extreme cases the opportunity for employees to leave work early.

### **32.09 Employee Assistance Program**

The Company and the Union share a deep concern about the problems that exist in society today. Therefore, Company and Union agree to attempt to assist employees faced with problems related to drug and alcohol addiction, financial difficulties, or other items of a personal nature. Such matters shall be held in the strictest confidence.

The parties agree to post the following policy statement in this regard

#### **SUBSTANCE ABUSE PROGRAM**

The Union and the Company jointly recognize substance use and abuse to be a serious medical and social problem that can be successfully treated. It is in the best interest of the employee, the Union and the Company to encourage early intervention and treatment to assist employees and members of their families towards full rehabilitation. Such assistance includes, but is not necessary limited to, identification of the problem at the earliest stages, motivation the individual to obtain help, referral of the individual to appropriate treatment and rehabilitation facilities and a continuing education of employees and

Union and management representatives alike to recognize and deal constructively with such problems as they arise.

Any employee who undergoes a prescribed rehabilitation process for legal or illegal substances/drugs will be entitled to Weekly Indemnity in accordance with the Weekly Indemnity Plan.

Effective upon ratification of this collective agreement, the Company agrees to pay two (\$0.02) cents (May 1, 1999) per compensated hour per employee to a fund to be established by the Local Union. The purpose of this fund will be to allow the **Local** Union to put in place a full time Substance Abuse Representative who will work out of the Local Union office. The Substance Abuse Representative will deal with Substance Use Intervention, Counseling, Referral and Follow-up for individual cases as well as ongoing workplace education. The Substance Abuse Representative will undergo any and all necessary training that is required to enable her/him to perform their duties in the proper manner.

Should the Substance Abuse Representative come from the workplace covered by this collective agreement, she/he shall be granted a leave of absence, with full accumulation of seniority and pension service for the duration of time that she/ he performs the job of Substance Abuse Representative.

The parties agree to freeze any further contribution of the "Substance Abuse, EAP" for the life of this collective agreement.

### 32.10 **RE: National Day Of Mourning**

The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. April 28th, each year, in observance of those workers who died in industrial accidents.

### 32.11 **Remembrance Day**

The Company agrees that on November 11th of each year the buzzer will sound and the plant will then participate in two (2) minutes of silence.

### 32.12 **Incentive Program**

The Company proposes to maintain the current program as is throughout the life of the collective agreement with the addition of those shake out persons in the area of #719 and #722 who would receive incentive on the same basis as iron pourers in the same area.

### 32.13 **Paid Education Leave**

The Company agrees to contribute three (\$0.03) cents per hour worked commencing May 1, 1998 towards this Union program.

32.14 The Company retains the right to sub-contract work so long as it does not cause the layoff of a bargaining unit employee, nor is it designed to circumvent the recall of any seniority employees.

32.15 The Company will arrange for a direct bank deposit for

employees. In addition, cheque stubs will be modified so that overtime hours are broken out separately.

- 32.16 The Company agrees to pay for a sufficient number of collective agreements, printed in the English and Portuguese language. In the event of a dispute between English and the Portuguese version, the English version will be considered correct.
- 32.17 The Company agrees to maintain a separate women's washroom, for the women working in the plant.
- 32.18 The Company and the Union agree that all Letters of Intent (understanding) do form a part of this Collective Agreement.
- 32.19 The Company agrees to reclassify a small grinder to lift truck driver, to Service West Building, grinding operators, and loading and unloading of trucks.
- 32.20 The parties agree to renew **all** Letters of Understanding.

### **Article 33 - Appendix "A" - Job Classifications and Rates**

- 33.01 The wage rates for the job classifications covered in this agreement are outlined in Appendix "A" of this agreement and by reference herein are made part of this agreement.
- 33.02 It is agreed that lead hands will receive a premium of thirty cents (\$0.30) per hour. The number of and selection of lead hands will be based on business requirements as they exist from time to time and will not

be subject to the job posting procedure. A lead hand is a working member of the bargaining unit, but may have other responsibilities such as: assisting in work task, training, preparing work areas and other various tasks assigned to them. The lead hand is not to engage in hiring, separation or any disciplinary action.

33.03 It is agreed that once an employee has achieved five (5) years of service he will thereafter receive a five cent (\$0.05) per hour premium over and above his normal hourly rate of pay.

33.04 It is agreed that two (2) employees (probationers included) per shift will be selected for and have will passed a Company approved first aid course and they will receive a twenty cent (\$0.20) per hour premium over and above their normal hourly rate of pay.

### 33.05

- (a) Employees who are on incentive and currently receiving ninety percent (90%) and employees who are currently receiving 100% on the incentive program will continue to receive these percents. The company agrees to meet with the incentive workers to try and review the mould price adjustment
- (b) The parties discussed the inequities of the squeezer moulders. This is due to lost earnings because of the considerable amount of time spent off their normal incentive job. The parties agree that when the squeezer moulders are off of piece

work this hourly rate will not fall below that of the Hunter Operator.

- (c) As discussed with the Company during negotiations, regarding Mould Price, the Company agrees to meet with the Incentive Workers to try and resolve the mould price adjustment.

33.06 Effective Nov. 1, 2004, Category #1 employees will receive an inequity wage increase of five cents (\$0.05) per hour.

Effective May 1, 2005 Category #1 employees will receive an additional inequity wage increase of fifteen cents (\$0.15) per hour plus general increases.

Effective May 1, 2006 Category #1 employees will receive an additional inequity wage increase of fifteen cents (\$0.15) per hour plus general increases.

Effective May 1, 2006, Skill Trades will receive an additional inequity wage increase of twenty-five cents (\$0.25) per hour plus general increases.

Effective May 1, 2005, pipe machine pourer will move to Category # 3A

Truck driver to receive additional \$0.05 kilometer bonus for driving. The truck driver may be ask to do general

duties in the plant during down time, ( example clean dock, sweeping, wash truck, etc. but is not to replace or displace other employees)

QA, Tester and Auditor classification shall be combined to the current classification of QA auditor. The current QA testers must take and pass Training Courses (3) to be eligible for top rate of pay. The current Auditor will be required to complete these courses to maintain his present position.

### General Wage Increases

Effective May 1, 2004 , no wage increase

Effective May 1, 2005, all employees will receive a wage increase of thirty-five cents (\$0.35)

Effective May 1, 2006 all employees will receive a wage increase of thirty-five cents (\$0.35)

### **Article 34 - Appendix "B" - Employee Benefits**

34.01 The employee benefits covered in this agreement, are outlined in Appendix "B" of agreement and by reference are made part of this agreement.

### **Article 35 - Cost of Living Allowance**

35.01 (a) The amount of cost-of-living adjustment shall be determined in accordance with changes in the

Consumer Price Index of the base 1986 = 100, hereafter referred to as the 1986 CPI.

- (b) In determining the three (3) month average of the indices for specified period, the computed average shall be rounded to the nearest .01 index point - i.e. .05 and greater rounded upwards and less than .05 rounded downwards.
- (c) The COLA shall be payable using the three month average of the 1986 C.P.I. for the October to December 2003 period as the base period. Such three month average is equal to 157.1.
- (d) The first COLA is payable hourly on the first pay period beginning on or after May 1 2004, and is based on a comparison between the CPI for the base period and the three (3) month average CPI for the months January, February and March 2004. Subsequent COLA payments will be quarterly according to the following schedule.

Adjustments dates on first pay period On/or after	Comparison with the three (3) month average for the following period
August 1, 2004	April-June 2004
November 7, 2004	July-September 2004
February 2005	October-December 2004
May 2005	January-March 2005
August 2005	April-June 2005
November 2005	July-September 2005
February 2006	October-December 2005

May 2006	January-March 2006
August 2006	April-June 2006
November 2006	July-September 2006
February 2007	October-December 2006
May 2007	January-March 2007

- (e) One cent adjustment in the cost of living shall become payable for each .10 change in the 1986 CPI
- (f) COLA will apply to all compensated hours including overtime, Vacation and Holidays. COLA payment will be folded into the base wage and treated as part of the base wage on an annual basis. Example at every fourth quarter adjustment. A decline in the CPI will be calculated as a zero increase and will not effect a base wage.
- (g) Should there be a change in the manner in which statistics Canada publishes the CPI, the union and the company will negotiate the manner in which the change applies to this allowance, but in no event will the revised index generate less allowance than would have been generated by a continuation of the present index..
- (h) COLA will be capped at fifteen cents (\$0.15) for each year of the Collective Agreement. Year one after six (6) months.

### **Article 36 - Skill Trades**

36.01 The term Journeyman/Journeywoman as used in this

agreements shall mean any person:

- (a) Who presently holds a Journeyman's / Journeywoman's classification in a Skilled Trades occupation; or
- (b) Who has served a bona-fide apprenticeship (4 years - 8,000 hours) and holds a certificate which substantiates his/her claim of service; or
- (c) Who has eight (8) years of practical experience in the Skilled Trades Classification in which he/she claims Journeyman's / Journeywoman's designation and can prove same. A CAW/UAW Journeyman's / Journeywoman's card will be accepted as proof.
- (d) Who holds an Ontario License, Certificate of Qualification issued by the Ministry of Colleges and Universities, provided he/she qualifies under (b) and (c) above.
- (e) Prior to an employee's starting date, the Company shall present to the Skilled Trades Committee person a photo copy of documented proof of the respective trade that the new employee is applying for.

36.02 Any further employment in the Skill Trades occupation in the Bargaining Unit shall be limited to Journeymen/Journeywomen and apprentices. Any further employment in the Electrician trade occupation will be Electrician "B" unless they achieve "A" status and skill

**36.03 APPRENTICES** – the company agrees to continue its practice of apprenticeship working in the plant as per past practice and availability. Furthermore, the Company agrees that when there is an opening for an apprentice, this opportunity will be posted pursuant to Article 15 of the Collective Agreement.

- (a) The company agrees to top up the employment insurance benefits paid to apprentices to equal their normal weekly earnings for the time that they are on courses which are required under their apprenticeship
- (b) The company will continue to pay apprentices as per Category 4 of appendix “A” job classifications and rates
- (c) Apprenticeship shall retain their original plant seniority during their apprenticeship and shall continue to accumulate seniority during their apprenticeship program. Trade seniority will be backdated to the start of their apprenticeship.

**36.04**

- (a) Layoff - When it becomes necessary to reduce the trades classification, probationary employees will be laid off first followed by any apprentices in seniority order. Thereafter, trades will be laid off in order of the most junior employee.
- (b) **An** effected Trades person or apprentice who is laid off will be permitted to bump the junior employee in a job classification they previously

held prior to entering the trades, with total seniority

36.05 Recall - Recalls shall be in the reverse order of layoff.

### **Trades Tool Allowance**

36.06 (a) Effective May 1, 1999 the Company agrees to pay ~~two~~ two hundred and fifty dollars (\$250.00) tool allowance, per year, for the skilled trades employees.

(b) The greaser will be entitled to a \$250.00 tool allowance once every three (3) years.

36.07 (a) The Company will repair or replace damaged or broken tools that are turned in to the Company by pattern makers and maintenance employees provided there is no evidence of negligence or abuse on the part of the employee. Additionally the Company will only be responsible for those tools which are listed on the individual annual inventory that has been provided to the Company.

The Company agrees to provide tool insurance for fire, wind and flood, plus for theft where the tool box has been properly chained and locked shut.

(b) Toolboxes will be replaced if broken or damaged beyond repair.

## **Article 37 - Terms of Agreement**

**37.01** This agreement shall become effective on the first day of May, 1<sup>st</sup> **2004** and shall continue in effect up to and including the 30th day of April, **2007**. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expire date of the agreement.

Following such notice to bargain, the parties shall meet within fifteen **(15)** days of the notice or within such further period as the parties mutually agree upon.

It is agreed that during the course of bargaining it shall be open to the parties to agree in writing to extend this agreement beyond the expire date of April **30, 2007**, for any stated period acceptable to the parties and in accordance with the Labour Relations Act.

Provided that for purposes of all notices under this article, notice in writing should be deemed to have been received by the party to whom it was sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

Signed this 7<sup>th</sup> May, 2004

FORTHE COMPANY

FORTHE UNION

Robert Lafrance  
W.J. Gee

Glenn Annett  
Ron Higgins  
Ron Wilkins  
Leonard Lee  
Mike Armstrong

## **WEEKEND WORKERS**

The specific guidelines and provisions will be as follows:

The terms and conditions of the Collective Agreement will apply to all weekend workers scheduled to work such weekend work, except as hereinafter amended.

It is understood and agreed that the Company and Union shall make a joint application to the Employment Standards Branch for Consent to this Hours of Work arrangement.

### **Article 38 - Weekend Workers**

#### **38.01 Hours of Work**

Three (3) shifts of twelve (12) hours on each of Friday, Saturday, and Sunday. Start and quit times to be as follows:

Day Shift: 6:00 a.m. to 6:00 p.m.

Night Shift: 6:00 p.m. to 6:00 a.m.

Break Times: Two (2) fifteen (15) minute breaks  
and One ten (10) minute break

Thirty (30) minute paid lunch (including wash-up)

Hours missed to be deducted on a time-for-time basis.  
Rotate weekend shift on a weekly basis?  
Subject to agreement by the parties.

### **38.02 Pay**

**13.66** hours pay per full shift worked (i.e. Forty-one (41) hours pay for full weekend worked.)

#### **~~Shift~~ Premium**

May 1, 2003 seventy cents (**\$0.70**) for the 6:00 p.m. to 6:00 a.m. shift

### **38.03 Eligibility**

For eligibility purposes (i.e. E.I., WSIB, Regular PEL) - Thirty-six (**36**) hours worked shall be considered forty-one (41) hours worked.

Pension, COLA, vacations, hours calculated as hours paid.

### **38.04 Overtime**

Weekend Workers shall be offered week-day overtime after the week-day employees in their classification have been asked, as per Article 20, and before week-end employees from another classification.

Supplemental Overtime - Weekend Workers to have same opportunities as week-day workers

The first available overtime shift paid at time-and-one-

half (1½X). second available overtime shift paid at double time (2X) rates. subsequent shifts will be paid at time and half (1.5X).

### **38.05 Weekend Vacancies (Job Posting)**

To be filled by job posting according to Article 15.

For Weekend Workers only, Article 15 will be amended as follows:

15.01 Three (3) days shall become seven (7) days in order to allow Bargaining Unit employees the opportunity to apply.

15.02 In case the employee is not retained in the job by the Company or the employee voluntarily elects to give up his rights to the job, ten (10) working days shall become six (6) working days for weekend workers only.

### **38.06 Vacation**

One (1) weekend thirty-six (36) hours vacation to equal one week's vacation.

### **8.07 Probationary Period**

For determination of a probationary period for a Weekend Worker new hire, a weekend worked will be equivalent to five (5) days worked.

## 38.08 Designated Paid Holidays

Designated paid holidays, excluding Christmas Day, Boxing Day, New Year's Day, Crowe Day.

Negotiated designated paid holidays shall be paid on 13.66, at the applicable normal rate of pay.

Weekend Workers shall be required to work the balance of negotiated designated paid holidays, excluding Good Friday, unless by mutual agreement with supervisor. Alternatively, a Weekend Worker may:

- a) Bank his/her designated holiday hours, to be used at a later mutually agreed time.
- b) Receive 13.66 hours pay in lieu of time off at the applicable normal rate of pay.

In order to qualify for the 13.66 hours pay, the Weekend Worker shall work the regular scheduled shift before and after the holiday or designated day. These requirements will be waived for the following reasons: Article 17.02 (1), (2), (3), (4). A designate statutory holiday qualifying day that falls in the middle of the week (i.e. Monday and Tuesday will be observed on Sunday, Wednesday and Thursday will be observed on Friday).

The Weekend Worker shall be entitled to one (1) Personal Paid Holiday (PPH) per calendar year. To observe the PPH, the Weekend Worker must have completed three months on the weekend shift, to be

eligible.

If it is not used at the end of the calendar year, then the employee will be paid for the day. The employee must give their supervisor one (1) week's written notice in advance. The parties may agree to waive the one (1) week's written notice by mutual agreement.

38.09 A Weekend Worker shall not bump a normal Monday to Friday shift worker or Monday to Thursday shift worker under Article 19.04. A Weekend Worker may exercise their seniority under Article 19.04 of the Collective Agreement for weekend shifts only. A regular week worker can only exercise this clause within the regular work week.

#### 38.10 **Bereavement**-Article 29

29.01 For Weekend Workers, five (5) working days off shall become three (3) working days off.

29.02 Three (3) working days off shall become two (2) working days off.

#### 38.11 **Shift Change**

A Weekend Worker may, with one (1) weeks advance notice, request a full weekend shift change with another Weekend Worker or with an in-week worker. Such request will not be unreasonably denied.

### **38.12 Reporting-in Pay**

A Weekend Worker employee reporting to work without having been advised that there is no work available shall receive a minimum of seven (7) hours pay or seven hours of work.

### **38.13 Union Representation**

- 1) The Union may elect or appoint one (1) steward for each shift, who shall represent the Weekend Workers. The Company agrees that, when any union meeting is conducted which deals with this Collective Agreement ratification, proposals or amendments to the Collective Agreement, employees who are Weekend Workers will be allowed time off the job to attend such meetings without interruption of earnings.
- 2) Weekend Shift Stewards will be the last person laid off in their area of representation as long as they are qualified and willing to perform the work available.

### **38.14 Weekly Indemnity**

Weekly indemnity benefits shall commence after missing (2) twelve (12)-hour shifts due to accident or sickness.

### 38.15 Classifications

Spinner Operator  
Spinner Pourer  
Grinder = Painter  
Ladle Pusher  
Tow Motor Driver  
Furnace Operator  
Furnace Charger  
Maintenance

For the above-mentioned positions only, the Company shall post an alternate work week position and employees from the respective classifications shall have preference. The position shall be filled by seniority. The parties recognize that cross-training may be necessary.

Employees shall have up to twelve (12) weekend shifts to decide whether or not to remain on the weekend shift.

Should the Company be unable to fill the positions from within the respective classifications, then the opportunity shall be given to senior applicants plant wide. The positions shall be filled as per Article 15. The parties recognize that training may be required.

## Letter of Understanding#1

Crowe Foundry Ltd.  
(hereinafter referred to as “the Company”)

and

National Automobile, Aerospace and Agricultural  
Implement Workers Union of Canada  
(CAW - Canada)  
and its Local 1986  
(hereinafter referred to as “the Union”)

Re: Heat in the Plant During Winter

During the 1998 negotiations, the parties discussed the issue of improving the heating in certain areas of the plant during the winter. The parties agreed this was a problem and will meet during the summer months with the goal of developing a variety of options to resolve this concern next winter.

Signed this 6<sup>th</sup> Day of April, 1998

Renewed this 23<sup>rd</sup> May, 2001

**Renewed this 19<sup>th</sup> day April, 2004**

FOR THE COMPANY

Robert Lafrance  
W.J. Gee

FORTHEUNION

Glenn Annett  
Ron Higgins  
Ron Wilkins  
Leonard Lee  
Mike Armstrong

**Letter of Understanding # 2**

Crowe Foundry Ltd.  
(hereinafter referred to as “the Company”)

and

National Automobile, Aerospace and Agricultural  
Implement Workers Union of Canada  
(CAW - Canada)  
and its Local 1986  
(hereinafter referred to as “the Union”)

Re: Copies of WSIB & STD Forms

The Union will receive a copy of all forms if the employee agrees to allow copies by indicating in writing their agreement. The Company shall add a line on said forms to indicate the Employee agreement.

**Signed this 19<sup>th</sup> day April, 2004**

FOR THE COMPANY FOR THE UNION

Robert Lafrance  
W.J. Gee

Glenn Annett  
Ron Higgins  
Ron Wilkins  
Leonard Lee  
Mike Armstrong

### **Letter Of Intent # 3**

Crowe Foundry Ltd.  
(hereinafter referred to as “the Company”)

and

National Automobile, Aerospace and Agricultural  
Implement Workers Union of Canada  
(CAW - Canada)  
and its Local 1986  
(hereinafter referred to as “the Union”)

Re: Dental Coverage

The parties agree to during the course of negotiations to investigate the move of the Dental Plan to the R.W . Multi Employer Dental Benefit Trust Fund. This move shall take 3 to 4 months to accomplish and will result in the following. Coverage for bridges, crowns, dentures, gold fillings, Orthodontics 75% to \$2,000. Life time, class “a” service 100%, Class “b” services 80 %, maximum for “a” & “b” services \$2,300 for each employee and dependent.

**Signed this 19<sup>th</sup> day April, 2004**

FOR THE COMPANY FOR THE UNION

Robert Lafrance  
W.J. Gee

Glenn Annett  
Ron Higgins  
Ron Wilkins  
Leonard Lee  
Mike Armstrong

## **Letter of Understanding# 4**

Crowe Foundry Limited (herein after referred to as the company)

**And**

National Automobile, Aerospace and Agricultural  
Implement Worker's Union of Canada  
CAW Canada and its local 1986 (herein after referred to as  
the Union)

### **JOB POSTING**

After the job posting is exhausted and there are incentive jobs vacant, the company and the union agree to the following:

- The employee who wish to be selected for an incentive based job shall make their request in writing to the company and union
- The employer shall select the employee for the next or any vacant incentive job by using the list of names and selecting the most senior person who accepts the job
- Employee who get selected for a job under this letter of understanding shall not be permitted to be selected for another job for six months, unless no other employee is willing to take the job

- **Employee selected for incentive job shall have ten (10) days to decide if they want to remain or are acceptable to the company as per 15.04**

**Signed this 30<sup>th</sup> day of April, 2004**

**FOR THE COMPANY FOR THE UNION**

**Robert Lafrance  
W.J. Gee**

**Glenn Annett  
Ron Higgins  
Ron Wilkins  
Leonard Lee  
Mike Armstrong**

## Letter of Understanding # 5

Crowe Foundry Limited (herein after referred to as the company)

And

National Automobile, Aerospace and Agricultural  
Implement Worker's Union of Canada  
CAW Canada and its local 1986 (herein after referred to as  
the Union)

### CWIPP PENSION/ GROUP RRSP

The parties agreed during negotiations to further investigate the idea of changing the CWIPP pension to a group RRSP

The parties further agree that they want to continue discussions after negotiations are completed with the intent of doing what is best for the members at the least (no additional) cost to the employer

The company and the union agree to meet jointly with the National Union and representatives of CWIPP to further investigate the possibility of moving to a group RRSP

At **all** times the membership will have the final say by a vote on a change in the pensions

**Signed this 30<sup>th</sup> day of April, 2004**

**FORTHECOMPANYFORTHEUNION**

**Robert Lafrance  
W.J. Gee**

**Glenn Annett  
Ron Higgins  
Ron Wilkins  
Leonard Lee  
Mike Armstrong**

Job Classifications & Rates	Effective			
	May 1, 2004	Nov 1, 2004	May 1, 2005	May 1, 2006
<b>Category #1 - Productions Workers</b>				
Start Rate	\$15.44	\$15.49	\$15.99	\$16.49
Twelve Weeks	\$15.94	\$15.99	\$16.49	\$16.99
Twenty-four Weeks	\$16.44	\$16.49	\$16.99	\$17.49
<b>Category #2 - Auditor &amp; Furnace Operator</b>				
Start Rate	\$17.00		\$17.35	\$17.70
Twelve Weeks	\$17.50		\$17.85	\$18.20
Twenty-four Weeks	\$18.00		\$18.35	\$18.70
<b>Category #3a - Pipe Spinner, Hunter Operator</b>				
Start Rate	\$17.60		\$17.95	\$18.30
Twelve Weeks	\$18.10		\$18.45	\$18.80
Twenty-four Weeks	\$18.60		\$18.95	\$19.30
<b>Category #3b - Pipe Pourer Hunter Pourer</b>				
Start Rate	\$16.74		\$17.09	\$17.44
Twelve Weeks	\$17.24		\$17.59	\$17.94
Twenty-four Weeks	\$17.74		\$18.09	\$18.44
<b>Category 4 - Skilled Trades</b>				
<b>Pattern Makers</b>				
start Rate	\$19.73		\$20.08	\$20.68
Two Months	\$21.45		\$21.80	\$22.40
<b>Mechanics</b>				
Start Rate	\$15.40		\$15.75	\$16.35
Three Months	\$17.74		\$18.09	\$18.69
Six Months	\$18.15		\$18.50	\$19.10
Nine Months	\$18.56		\$18.91	\$19.51
2 <sup>nd</sup> Year	\$19.04		\$19.39	\$19.99
3 <sup>rd</sup> Year	\$19.73		\$20.08	\$20.68
4 <sup>th</sup> Year	\$20.41		\$20.76	\$21.36
5 <sup>th</sup> Year	\$21.45		\$21.80	\$22.40
<b>Electricians</b>				
Start Rate	\$15.40		\$15.75	\$16.35
Three Months	\$17.48		\$17.83	\$18.43
Six Months	\$17.92		\$18.27	\$18.87
Nine Months	\$18.36		\$18.71	\$19.31
2 <sup>nd</sup> Year	\$18.86		\$19.21	\$19.81
3 <sup>rd</sup> Year	\$19.44		\$19.79	\$20.39
4 <sup>th</sup> Year	\$20.03		\$20.38	\$20.98
5 <sup>th</sup> Year	\$20.56		\$20.91	\$21.51
6 <sup>th</sup> Year	\$21.45		\$21.80	\$22.40
<b>Electrician "A"</b>	\$22.20		\$22.55	\$23.15

Job Titles will apply for, job postings and distribution of Overtime.

### Category #1

General Labour, Shell & S02 Machine Operator, Pep Set Moulder, Pepset Core Maker, Core Assembly, Oil Sand, Wheelabrator Operator, Casting Welder, Stationary Grinder, Portable Grinder, Finish Grinder, Painter, Chipper, Janitor, Forklift, Pay Loader, Truck Driver, Furnace Charger, Ladle Repair, "Green Sand" Moulder Base Rate, 716 & 719 & 722 Pourer, 716 & 719 & 722 Shifter, Ladle Pusher, Shake Out (Shaker), Foundry & Coreroom Set Up, Muller Operator, Stock Room, Sweeper, Greaser, Yardman, Lamepe 20 Operator

### Progression To Job Rate

A new employee will begin at Start Rate. If learning progress is satisfactory the employee will be transferred to a job category; if his learning progress is not satisfactory, the employee will be terminated within the first *sixty* (60) days worked.

### Discretion of Foreman

Has the right to start employee, or move employee to justified rate of qualification.

SCHEDULE "B"  
EMPLOYEE BENEFITS

The parties agree the sole responsibility of the Company is to pay one hundred percent (100%) of the premiums on behalf of those employees who have completed their probationary period for the following benefit programs:

- (a)
- 1) Provincial hospitalization.
  - 2) Group Life Insurance \$32,500, \$35,000 effective May 1, 2006
  - 3) AD. & D \$32,500, \$35,000 effective May 1, 2006
  - 4) Weekly income disability plan effective from the first (1<sup>st</sup>) day of hospitalization, first (1<sup>st</sup>) day of injury, first day of outpatients surgical, fourth (4<sup>th</sup>) day of illness for a period. The parties agree to do the following: (a) the parties agree to investigate going to an Employment Insurance carve out for short term. The company shall top up the E.I. ~~Max~~ (\$413.) to a maximum of \$600.00 per week. The company agrees to pay the first two weeks of waiting period or waiting time for payment. The employee agrees to refund the company all Moines except the first two weeks. The employees shall be entitled to 34 weeks of company paid STD after exhausting the E.I. 15 weeks. This shall not disqualify employees from getting their normal E.I. for lay off. The parties agree to this letter of intent for a period of one year or may be canceled by either party at anytime. If this arrangement is not workable then the following is agreed to: (b) May 2004 36 weeks at

\$430.00 Max., May 2, 2005, 36 weeks at \$450.00 Max. and May 2006, 40 weeks at \$500.00 max. this plan will be self funded by the company. The employees will be responsible for the initial form (s) required by the carrier. However, any supplemental medical reports required by the carrier will be paid by the Company to a maximum of Thirty dollars (\$30) per certificate/document.

- 5) The Company will maintain the existing health care plan which includes a Drug Plan, Semi Private Hospital, Private Duty Nursing. Drug plan fifty cents (\$0.50) deductible for prescribed drugs.
- 6) Dental Plan
  - 100% for basic services (Level 1)
  - 100% for Supplementary basic services (Level II)to maximum of \$2,500 per calendar year for each employee and dependent.
  - May 1, 2004 = 2002 O.D.A. fee schedule
  - May 1, 2005 = 2003 O.D.A. fee schedule
  - May 1, 2006 = 2004 O.D.A. fee schedule

Employees must have completed **six** (6) months service to be eligible for the dental plan benefits.

- 7) Vision care - to pay maximum of four hundred dollars (\$400.00) toward the cost of corrective lenses, including bifocals, with a maximum of two hundred (\$200.00) per family member once every twenty-four (24) months.
- 8) Pension Plan - a defined contribution plan to be administered by C.W.I.P.P., five cents (\$0.05) per compensated hour = \$0.90, start Nov. 1, 2004, ten

cents (\$0.10) = \$1.00, effective May 1, 2005, and ten cents (\$0.10) = \$ 1.10 effective May 1, 2006, and recognizing up to fifteen years (15) of past service.

- (b) The parties agree the Company may change the insurance carrier from time to time provided the Company continues to pay the premium cost of a policy or policies providing the same levels of benefit coverage.
- (c) (i) Premiums for the preceding benefits will be paid while a worker is receiving weekly income, or is on layoff, up to the end of the third (3rd) month following the month they go off on sick leave, or are laid ~~off~~.
- (ii) Premiums for the preceding benefits will be paid while a worker is receiving Workers' Compensation benefits for that period presently required by the provincial legislation.
- (d) The Company will prepare or have prepared a new benefit booklet within three (3) months of ratification.
- (e) Employees who are physically ~~off~~ work for a period of greater than one (1) month's duration may request the employer to advance any monies owed from W.S.I.B. or W. I. Benefits under the following conditions:
  - (a) claim is established
  - (b) employee signs waiver to reimburse the employer all such monies received from such claims.
- (f) Smoking Cessation Drugs - Company will pay for one (1) treatment per employee over the life of collective agreement