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Collective Agreement
Between
Crowe Foundry Ltd.

and

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

May 1, 2007 – April 30, 2010

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Collective Agreement

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.

Article2 -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 or a reduction of regular hours 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 patternshop 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. The Plant Chairperson will be granted three and one half (3 1/2) hours per day to conduct union business, additional time will be granted if required.

- 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 encourage 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.

Article9-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 Article9.01

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 writtengrievance 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.

10.06 During the 2007 set of negotiations, the union expressed concern relating to the increase in disciplinary attendance related issues. In an effort to limit such attendance issues, the Union and the Company agreed to recognize that corrective action, rather than punitive action would help alleviate the attendance related issues. We have developed an absenteeism program that will allow employees to have disciplinary offences removed from their attendance file in a fair and equitable manner with decreased time limits. The procedure agreed upon shall be posted on the Union Bulletin Board. Please familiarize yourself with this new program.

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.
- (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.

12.08 (a) Severance will be paid to all affected employees who had their employment ended due to serious illness, disability or workplace injury that resulted in an L.M.R.

(b) NOTE: **An** employee who qualifies for severance pay as outlined in article 12.08 (a) above, will receive their severance pay in accordance with the details agreed upon between the Union, the Company and the affected bargaining unit employee.

Article 13-Layoff

13.01 (a) 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.

(b) The Company and the Union agree to recognize two (2) separate and different types of layoffs;
a) temporary layoff (**13** weeks or less);
b) permanent (indefinite) layoff (**13** weeks or more)

(c) In the case of temporary layoff (a), the Company will grant a voluntary layoff by seniority. A list will be posted for three (3) days for employees to sign and a request form will be submitted to the Personnel Manager with a copy forwarded to the Union. The Union agrees that the Company reserves the right to refuse a temporary layoff in order to maintain a sufficient workforce capable of performing the work required.

- (d) Recall from the voluntary temporary layoff will be in reverse order of layoff accordingly, by recalling the senior most volunteered employee. However, it is agreed and understood that the senior most employee may refuse the recall if there is a more junior volunteer employee who is also on a temporary layoff that is capable of performing the job.
- (e) The junior most volunteered employee on the temporary layoff must accept the recall or relinquish their employment by refusing the recall.
- (f) Should a temporary layoff exceed 13 weeks or be changed to a permanent layoff, the senior volunteer laid off employee must be recalled and the junior most employee will be laid off accordingly. Should a senior voluntary employee refuse the recall at the end of the 13 weeks, they will forfeit all seniority.

It is agreed and understood that in no case will a seniority volunteer employee be held out of the plant beyond the 13 week temporary layoff period.

- 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.

13.04 PLANT CLOSURE

In the event that the Company announces a permanent full or partial closure of operations, it shall meet with the Union to discuss an adjustment plan.

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 (job posting) 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.

16.04 The Union and the Company agree that cross training is a mutual concern. The Union and the Company also agree to meet over the life of this collective agreement to discuss the general nature and scope of cross training with the intent of developing a plan to implement a cross training procedure for bargaining unit employees for other job classifications.

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) “floaters” between Christmas Day and New Year’s day and a third (3rd) “floater” following one (1) year of service with the company. The one (1) year of service will only apply to employees whom are hired after May 1st, 2007.

Seniority employees who are laid off after December 1st and recalled before January 31st, must take three (3) “floaters” at a time mutually agreed upon after recall. **All** other employees must combine (3) “floaters” to take a Christmas shutdown.

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.

6. In the event of multiple consecutive statutory holidays, if any employee cannot verify their absence with a reason acceptable to the company, such employee will forfeit holiday pay equal to the number of days absent.

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.

Article 18-Vacations

18.01 An employee shall receive vacation with pay on the following basis: (see table)

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

“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).

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 takes vacation.

18.04 The prime vacation period at Crowe Foundry shall be from May 1st to Labour Day, during that period each and

every employee who qualified for holidays, if he so chooses, may elect to take any or all of his vacation providing no more than twenty (20%) percent of employees are off at the same time.

In the event of a scheduled plant shutdown, employees are required to keep sufficient vacation weeks to cover the shutdown period.

The Summer Shutdown will end with the Civic Holiday in August, unless otherwise notified and posted by April 30 of each year.

Employees requesting vacation during the prime vacation period will submit their requests no later than March 1st of the current vacation year. The Company will award such request by seniority.

Employees requesting vacation that have submitted their request after March 1st of the current vacation year will be awarded on a first come, first served basis, so long as the Company is able to function in a productive manner.

18.05 MANDATORY VACATION

The Company agrees that all bargaining unit employees must use all accumulated vacation time within the current vacation year. The Company will notify all bargaining unit employees with remaining vacation time by March 1st of the current vacation year to ensure that all remaining vacation time will be used by the end of the current vacation year.

Vacation pay will be paid by direct deposit as vacation time is used. Three (3) weeks advance written notice will be given to the Human Resources/Payroll department of the Company by the bargaining unit employee requesting vacation.

The Union and Company agree to meet and discuss special circumstances where an employee has been off work for an extended period of time due to illness, injury, compassionate leave or other reasons, on a case by case basis.

The Union and Company agree that employees will have until June 30th of 2008 to use the current vacation entitlement for the current vacation year. After which time, the new vacation year will take effect.

It is understood that for vacation purposes only, that vacation time shall take precedence over lieu time, when employees are requesting vacation time off. This shall not be construed to mean they must use his/her lieu time before the company will allow them vacation time off.

mutually agreed upon time.

- (a) When an employee works overtime he may decline the regular hours and have it credited as time. At the

employee's discretion he may opt to bank either the total hours including premium time or just his regular hours and receive payment for the premium portion of overtime.

- (b) An employee who wishes to take advantage of such lieu days must sign an authorization form prior to working the overtime.
- (c) It is further understood that lieu time shall be accumulated up to a maximum of "sixteen" (16) hours in any "vacation" year. Such lieu days must be taken either individually or together.
- (d) It is understood that when employees request their lieu days off they will do so with one (1) weeks notice and the Company will endeavour to accommodate the employee's request. The company will not unreasonably deny such request.
- (e) All banked lieu time must be taken within the vacation year in which it is accumulated.
- (f) The calculation of compensated hours for pension contribution (and other benefits) will include the overtime hours as is now the case, but may not result in a doubling up of hours as lieu time is taken.

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 workweek 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
2:00 p.m. - 10:00 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 workweek 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 customer 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 (1½) equals 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 students 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 (1½) 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 the Occupational Health and Safety and WHIMIS Regulations Revised Statutes of Ontario, 1990, Chapter 0.1, as amended by Reg. 3 5/93 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 maintain the current program for the provision of work clothes and the cleaning of such workclothes at the current rates/costs for each employee. Should the rates increase, the company will cover all additional cost, should the employee change their order which causes and increase, then such employee will be responsible for covering the increased costs.

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 and maintained 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 \$40.00 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.

29.04 Compassionate Leave will be granted in accordance with the Employment Insurance Act and any other statute.

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.
- (d) Any employee who works two (2) hours prior to his regular shift or stays at least one (1) hour after their regular shift will be entitled to a ten (10) minute paid break.

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/or 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 **Paid Education Leave**

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

32.13 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.

32.14 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.

32.15 The Company agrees to maintain a separate women's washroom, for the women working in the plant.

32.16 The Company and the Union agree that all Letters of

Intent (understanding) do form a part of this Collective Agreement.

- 32.17 The Company agrees to reclassify a small grinder to lift truck driver, to Service West Building, grinding operators, and loading and unloading of trucks.
- 32.18 The parties agree to renew all Letters of Understanding.
- 32.19 The company is appreciative of Employee concerns about quality and sensitive *to* their concern where responsibility is placed with a concern is raised.

The Company will establish a sign-off procedure within its ISO 9001 structure that will ensure that there is clarity with respect to the decision making process when issues are raised. The procedure will be communicated to employees and posted.

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 **INCENTIVE PROGRAM**

| | |
|--|---------|
| Group A) Moulders, Closers and Core Setter | \$22.25 |
| Group B) Iron Pourer, Ladle Pusher and Shake Out | \$19.75 |
| Group C) Moulders Helper | \$18.89 |

Plus negotiated increases.
Partial crew shall receive the rates as outlined above when performing those jobs. When not performing the above jobs, the partial crew employees will revert back to their job classification rate

**CONTINUOUS IMPROVEMENT/
GAIN SHARING PROGRAM**

In addition to the above, the company and the union agree to enter into an agreement on Continuous Improvement and Gain Sharing. The details will be worked out between the company and the union with the goal of making this a viable incentive for all employees

advantage and benefit. This will NOT be a profit sharing incentive program. The outlook of this program would be completed by October 1st, 2007. This program shall be on a six (6) month trial basis. All pertinent information will be shared with the Union Committee. Should issues arise from such a program that cannot be resolved through in depth dialogue and discussion regarding the general nature and scope of such issues, then either party retains the right to withdraw from such program.

- 33.06 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.

Large Grinder to be moved to Category 1A - Agreed to \$0.15 additional each year of the collective agreement. In addition to negotiated increase

General Wage Increases

Effective May 1, 2007, all employees will receive a wage increase of fifteencents (\$0.15)

Effective May 1, 2008, all employees will receive a wage

increase of fifteen cents (\$0.15)

Effective May 1, 2009 all employees will receive a wage increase of ten cents (\$0.10)

Article34- 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.

Article35- Costof 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 (3) month average of the 1986 C.P.I. for the October to December 2006 period as the base period. Such three month average is equal to 166.5.
- (d) The first COLA is payable hourly on the first pay period beginning on or after May 1 2007, 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 2007. 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, 2007 | April-June 2007 |
| November 1, 2007 | July-September 2007 |
| February 1, 2008 | October-December 2007 |
| May 1, 2008 | January-March 2008 |
| August 1, 2008 | April-June 2008 |
| November 1, 2008 | July-September 2008 |
| February 1, 2009 | October-December 2008 |
| May 1, 2009 | January-March 2009 |
| August 1, 2009 | April-June 2009 |
| November 1, 2009 | July-September 2009 |
| February 1, 2010 | October-December 2009 |
| May 1, 2010 | January-March 2010 |

- (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 year one (1) of the Collective Agreement, Twenty-five cents (\$0.25) year two (2) of the collective agreement and Twenty cents (\$0.20) year three (3) of the collective agreement.

Article 36 - Skill Trades

36.01 The term Journeyman/Journeywoman as used in this agreement 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 affected 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~~ hundred and fifty dollars (\$250.00) tool

allowance, per year, for the skilled trades employees. Must have completed one year with the company to be eligible for the tool allowance.

- 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.

- 36.08 Progression of rate for new hire licensed skilled trades, this reflects the current practice.

Millrights:

Start at 3rd year (on page 83), after 12 weeks

Move up to

4th year (on page 83), after 24 weeks

Move up to

5th year (on page 83), top rate

Electricians:

Start at 4th year (on page 83), after 12 weeks

Move up to
5th year (on page 83), after 24 weeks

Move up to
6th year (page 83), top rate

Qualifications for top rate Electrician "A":

- (1) Provincial Industrial Electrician Journeyman
- (2) PLC programming and diagnostics
- (3) Proven capability on induction furnace controllers (diagnostics and repair)

Article 37 - Terms of Agreement

37.01 This three (3) year agreement shall become effective on the first day of May, 1st 2007 and shall continue in effect up to and including the 30th day of April, 2010. 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, 2010, 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 9th May, 2007

FORTHECOMPANY

Michael Promoli
W.J. Gee
John Knill

FORTHEUNION

Glenn Annett
Ron Higgins
Bill Stenning
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 weeks vacation.

38.07 **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, Floater.

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 payor 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 Understandine #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 6th Day of April, 1998

Renewed this 23rd May, 2001

Renewed this 19th day April, 2004

Renewed this 9th day May, 2007

FOR THE COMPANY

FOR THE UNION

Robert Lafrance
W.J. Gee

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 19th day April, 2004**

FORTHECOMPANYFORTHEUNION

Robert Lafrance
W.J. Gee

Glenn Annett
Ron Higgins
Ron Wilkins
Leonard Lee
Mike Armstrong

Letter Of Understanding # 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 Union and the Company agreed to implement the R.W.
Dental Plan, Multi Employer Dental Benefit Trust Fund.
This move shall take three (3) to four (4) months to
accomplish and will result in the following:

Coverage for bridges, crowns, dentures, gold fillings,
orthodontics 75% to \$2,000.00 life time, class "a" service
100%, class "b" services 80%. Maximum for "a" and "b"
services \$2,300.00 for each employee and dependant.

The cost of the Plan shall be thirty-five (.35) cents per
hour per employee for the life time of the Agreement and
shall be subject to the terms of the Dental Trust.

Agreed to this 9th day of May, 2007

FOR THE COMPANY AND FOR THE UNION

| | |
|-----------------|----------------|
| Michael Promoli | Glenn Annett |
| W.J. Gee | Ron Higgins |
| John Knill | Bill Stenning |
| | 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 30th day of April, 2004

FORTHECOMPANYFORTHE UNION

Robert Lafrance
W.J. Gee

Glenn Annett
Ron Higgins
Ron Wilkins
Leonard Lee
Mike Armstrong

Letter of Understandine # 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)

MAINTENANCE HELPER

The union and company agree to create a new job classification category 1A (maintenance helper), with a fifteen (.15) cent wage increase over and above Category 1 in each year of the collective agreement, in addition to negotiated increases.

The Union and company agree to grandfather the two current employees that perform work now, into the position of maintenance helper.

Should one of the positions become vacant, they shall be posted as per Article 15 (Job posting)

Should there be a reduction in the workforce that affects this classification, then Article 13 and 14 shall apply.

It is agreed that the maintenance helpers shall receive two hundred and fifty (\$250.00) tool allowance per contract year.

Maintenance helpers will not be considered as Skilled Trades.

Signed this 9th day of May, 2007

FOR THE COMPANY FOR THE UNION

John Knill
W.J. Gee
Mike Promoli

Glenn Annett
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Bill Stenning
Leonard Lee
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Appendix A

| Job Classifications & Rates | Effective | | |
|---|----------------|----------------|----------------|
| | May 1, 2007 | May 1, 2008 | May 1, 2009 |
| Category #1 -Productions Workers | | | |
| Start Rate | \$17.09 | \$17.24 | \$17.34 |
| Twelve Weeks | \$17.59 | \$17.74 | \$17.84 |
| Twenty-four Weeks | \$18.09 | \$18.24 | \$18.34 |
| Category #1a - Large Grinders Maintenance Helper | | | |
| Start Rate | \$17.24 | \$17.54 | \$17.79 |
| Twelve Weeks | \$17.74 | \$18.04 | \$18.29 |
| Twenty-four Weeks | \$18.24 | \$18.54 | \$18.79 |
| Category #2 - Auditor & Furnace Operator | | | |
| Start Rate | \$18.30 | \$18.45 | \$18.55 |
| Twelve Weeks | \$18.80 | \$18.95 | \$19.05 |
| Twenty-four Weeks | \$19.30 | \$19.45 | \$19.55 |
| Category #3a - Pipe Spinner, Hunter Operator | | | |
| Start Rate | \$18.90 | \$19.05 | \$19.15 |
| Twelve Weeks | \$19.40 | \$19.55 | \$19.65 |
| Twentyfour Weeks | \$19.90 | \$20.05 | \$20.15 |
| Category #3b - Pipe Pourer Hunter Pourer | | | |
| Start Rate | \$18.04 | \$18.19 | \$18.29 |
| Twelve Weeks | \$18.54 | \$18.69 | \$18.79 |
| Twenty-four Weeks | \$19.04 | \$19.19 | \$19.29 |
| Category #4a - Moulders (Foundry) | | | |
| Start Rate | \$21.40 | \$21.55 | \$21.65 |
| Twelve Weeks | \$21.90 | \$22.05 | \$22.15 |
| Twenty-four Weeks | \$22.40 | \$22.55 | \$22.65 |
| Category #4b - Iron Pourers, ladle Pusher, Shake-out (Foundry) | | | |
| Start Rate | \$18.90 | \$19.05 | \$19.15 |
| Twelve Weeks | \$19.40 | \$19.55 | \$19.65 |
| Twenty-four Weeks | \$19.90 | \$20.05 | \$20.15 |
| Category 4 - Skilled Trader | | | |
| Pattern Makers | | | |
| Start Rate | \$22.00 | \$22.15 | \$22.25 |
| Twelve Weeks | \$22.50 | \$22.65 | \$22.75 |
| Twenty-four Weeks | \$23.00 | \$23.15 | \$23.25 |
| Mechanics | | | |
| Start Rate | \$16.95 | \$17.10 | \$17.20 |
| Three Months | \$19.29 | \$19.44 | \$19.54 |
| Six Months | \$19.70 | \$19.85 | \$19.95 |

| | | | |
|----------------------|---------|---------|---------|
| Nine Months | \$20.11 | \$20.26 | \$20.36 |
| 2 nd Year | \$20.59 | \$20.74 | \$20.84 |
| 3 rd Year | \$21.28 | \$21.43 | \$21.53 |
| 4 th Year | \$21.96 | \$22.11 | \$22.21 |
| 5 th Year | \$23.00 | \$23.15 | \$23.25 |
| Electricians | | | |
| Start Rate | \$16.95 | \$17.10 | \$17.20 |
| Three Months | \$19.03 | \$19.18 | \$19.28 |
| Six Months | \$19.47 | \$19.62 | \$19.72 |
| Nine Months | \$19.91 | \$20.06 | \$20.16 |
| 2 nd Year | \$20.41 | \$20.56 | \$20.66 |
| 3 rd Year | \$20.99 | \$21.14 | \$21.24 |
| 4 th Year | \$21.58 | \$21.73 | \$21.83 |
| 5 th Year | \$22.11 | \$22.26 | \$22.36 |
| 6 th Year | \$23.00 | \$23.15 | \$23.25 |
| Electrician "A" | \$23.75 | \$23.90 | \$24.00 |

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 effective May 1, 2007 \$36,000 effective May 1, 2008 \$37,000 effective May 1, 2009 \$38,000
- 3) **AD. & D** effective May 1, 2007 \$36,000 effective May 1, 2008 \$37,000 effective May 1, 2009 \$38,000
- 4) Weekly income disability plan effective from the first (1st) day of hospitalization, first (1st) day of injury, first day of outpatients surgical, fourth (4th) day of illness for a period of forty 40 weeks, at \$500.00 per week maximum. This plan will be self funded for the first 2 weeks, then transferred to the insurance carrier. 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 Forty dollars (\$40) 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 fiftycents (\$0.50) deductible for prescribed drugs.
- 6) Dental Plan
The Union and the Company agreed to implement the R.W. Dental Plan, Multi Employer Dental Benefit Trust Fund. This move shall take three (3) to four (4) months to accomplish and will result in the following.

Coverage for bridges, crowns, dentures, gold fillings, orthodontics 75% to \$2,000.00 life time, class "a" service 100%, class "b" services 80%. Maximum for "a" and "b" services \$2,300.00 for each employee and dependant.

The cost of the Plan shall be thirty-five (.35) cents per hour per employee for the life time of the Agreement and shall be subject to the terms of the Dental Trust.

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. To increase two hundred (\$200.00) dollars in the third (3rd) year of the agreement. (\$600.00 per family, \$200.00 per member max) All costs can be used towards laser eye surgery or eye examinations in each year of agreement.

- 8) Pension Plan - a defined contribution plan to be administered by C.W.I.P.P., ten cents (\$0.10) per compensated hour = \$1.20, start Nov. 1, 2007, ten cents (\$0.10) = \$1.30, effective May 1, 2008, and ten cents (\$0.10) = \$ 1.40 effective May 1, 2009, 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