

CE	Comp		
EFF.	99	05	01
TERM.	2003	04	30
No. OF EMPLOYEES	140		
Nombre D'EMPLOYES	LP		

Agreement

Between

(Selkirk Plant)

Amsco Cast Products (Canada) Inc.

Selkirk, Manitoba

And

United Steelworkers of

America

And its Local No. 8407

May 1, 1999 - April 30, 2003

RECEIVED
1 APR 30 2000

DOM 04-27-00 01523107

INDEX

Subject	Page
Apprentices	24
Arbitration	12
Bargaining Agency	7
Benefit Plans	46
Bereavement	42
Call-Back	31
Company-Union Meetings	44
Discharge	14
Duration of Agreement	47
Early Reporting	31
Grievance Procedure	10
Health, Safety and Welfare	41
Holidays	33
Hours of Work and Overtime	27
Job Posting	16
Jury Duty	44
Lay-Off	18
Leave of Absence — Personal	21
Leave of Absence — Union Business	22
Management	9
Negotiations.....	48
Notices and Meetings.....	15
Overtime	29
Paid Holidays	33
Purpose of Agreement	7
Pyramiding	32
Recall	20
Reporting Allowance	31
Schedule "A"	49
Seniority — Loss of	21
Seniority — Outside Bargaining Unit	24
Seniority Requirements	15
Shift Differential.....	39
Strikes and Lockouts	14
Technological Change	44
Temporary Transfer	39
Termination and Renewal of Agreement	47
Union Dues	8
Vacation.....	35
Wage and Job Classifications.....	38
Wage Rates.....	49

THIS AGREEMENT
Made this 1st day of May, 1999

BETWEEN

(Selkirk Plant)
AMSCO CAST PRODUCTS (CANADA) INC.
Selkirk, Manitoba
(hereinafter referred to as the "Company")

and

UNITED STEELWORKERS OF AMERICA
and its Local No. 8407
(hereinafter referred to as the "Union")

ARTICLE I

PURPOSE

1:1 It is the intention of ~~this~~ agreement to stabilize the industry, and to promote and maintain the peace and harmony that ~~has~~ existed between the Company and its employees, and to ~~this~~ end the parties hereto agree to maintain ~~efficient and uninterrupted~~ production, to adjust all ~~grievances and disputes peacefully and expeditiously~~, to prevent ~~strikes~~ and lockouts, to prevent waste and delays, and ~~as far as possible~~ to secure continuous employment for the employees ~~so~~ that the costs of work will be ~~as low as possible~~, consistent with fair wages and conditions as set forth herein.

ARTICLE II

BARGAINING AGENCY

2:1 The Company recognizes the Union as the sole collective bargaining agency for all classifications of employees on the Selkirk plant Payroll, with respect to wages, hours of work, and other working conditions, with the exception of the following:

1. Foremen, Assistant Foremen, Office Staff, Watchmen, and personnel dealing with confidential matters including timekeeping and production records, and
2. **Executives, General Office Staffs and Sales Personnel,**

during the ~~period~~ in which the Union retains its right as bargaining agent for the said employees in accordance with the legislation of the Province of Manitoba.

No Discrimination or Harassment

2:2 The Company and the Union agree that there will be no discrimination against any employee as per the **Human Rights Act**, Province of Manitoba.

2:3 The Union nor any of its members shall engage in any Union activity during working hours on Company premises except as herein expressly provided.

MS
LT

With the approval of their supervisor for each occasion, designated union officials shall be permitted during regular work hours to leave their regular duties for a reasonable period of time to ~~perform~~ union duties.

2:4 The use of the male pronoun throughout this agreement as it refers to employees shall be considered to likewise include persons of the female gender.

2:5 Supervisory employees or others not in the bargaining unit shall not do routine work done by maintenance and production employees. It is understood, however, that this restriction does not apply to any work to be done;

- (i) for experimental purposes,
- (ii) to ~~try~~ out tools or processes,
- (iii) to correct faulty operations,
- (iv) to improve methods,
- (v) to instruct or assist.

ARTICLE III

DEDUCTION OF UNION DUES

3:1 The Company will, during the term of this agreement, deduct from the wages of each employee covered by this agreement, whether or not the employee is a member of the Union, regularly monthly dues in accordance with the Rand Formula.

AC

The Company will deduct each month, from the earnings of each employee, Union dues in the amount certified by United Steelworkers of America - Local 8407 to be currently in effect and in accordance with the constitution of the United Steelworkers of America.

3:2 The Company at the time of remitting such payment to the Financial Secretary of the Union will submit a list of employees whose dues are included in the said remittance and the amount deducted from each employee.

3:3 ~~During~~ the time an employee is laid off or at the termination of his employment the above authorization shall not apply, nor ~~shall~~ such authorization apply when an employee is absent from work due to sickness, or is in receipt of Worker's Compensation for a period exceeding one (1) month.

3:4 The Union, its officers, agents and members, shall indemnify and save the Company harmless from any claims, actions, suits, judgements, attachments, and/or from any other form of liability based upon or rising out of any and all deductions made and/or paid to the Union by virtue of the provisions of ~~this~~ article.

ARTICLE IV MANAGEMENT

4:1 ~~The management of the Plant, direction of the working force, and maintenance of order and discipline, including the right to hire suspend or discharge for just cause; to assign jobs, to transfer employees between departments, to increase or decrease the working force; to determine the products to be handled, produced or manufactured; the~~

schedules of production; the methods, the processes and **means of production and handling are vested exclusively in** the Company except to the extent that **this** agreement may **otherwise** provide.

4:2 The Company retains the right to make rules and regulations governing discipline providing such rules and regulations do not conflict with or supersede any of the **terms of the provisions of this agreement**. A list of rules and regulations will be posted on the bulletin board.

ARTICLE V PREVENTION AND SETTLEMENT OF DISPUTES AND GRIEVANCE PROCEDURE

Committees

5:1 The Union may appoint a Shop Committee of seven **(7)** men **of** and by the men employed in the plant who shall be regular employees **of** the Company with at least one **(1)** year's seniority, **whose** names will **be** notified to the Company from time to time, and who shall be recognized **as** the authority to **take** up all grievances that may arise between the Company and the Employees. If an **amicable** agreement cannot be reached with the aggrieved party and his departmental Union representative, the Shop Committee shall then function with four **(4)** members present.

Grievance Procedure

Step 1

5:2 **An** employee **has no** grievance until he has first given **his** Foreman an opportunity to adjust **his** complaint, but he **may** request **his** department Union Representative to accompany **him to his** Foreman when he requests **his** adjustment. The complaint must **be** presented within

fifteen (15) working days of the occurrence which gave rise to the complaint. The Foreman shall orally respond to the complaint within three (3) working days of its presentation to him.

Step 2

5:3 If a settlement is not reached, a complaint or alleged grievance will be reduced to writing and signed by the aggrieved. The employee, accompanied by his departmental Union Representative, shall take the matter to the production manager. This meeting with the Production Manager must take place within five (5) working days of the foreman's First Step answer. The Production Manager's written answer will be delivered to the Union within three (3) working days.

Step 3

5:4 If a settlement is still not reached, the matter shall be referred to the Shop Committee and if this Committee decides the matter warrants attention, they may take it to the Personnel Department for a re-hearing within three (3) working days of the receipt of the written Step 2 answer to the grievance. The Personnel Department's written answer will be delivered to the Union within three (3) working days.

Step 4

5:5 If a settlement is still not reached, and either party so requests, a further meeting will be held between the Shop Committee and the manager of the Company and/or his representatives, at which meeting the International Representative of the Union may be present. This meeting will be held within thirty (30) calendar days of the Union's receipt of the Company's written Third Step answer.

5:6 The Union shall have the right to initiate grievances when the complaint directly affects a group of two (2) or more employees. The complaint initiated by the Company or the Union must be presented in writing within fifteen (15) calendar days of the occurrence which gave rise to the complaint. These group grievances shall be handled through the regular grievance procedure beginning with Section 5:4. This right shall not apply to individual grievances, which must continue to be submitted by the individual employee, nor shall it be used to circumvent the regular grievance procedure. The Company shall also have the right to initiate grievances at Section 5:4.

5:7 Failure of either party to answer the grievance or move it to the next Step within the indicated time limits will cause the grievance to be settled in favour of the other party. Grievance time limits may be extended by written agreement of both parties. In the event that no settlement is reached through the above procedure, either party may request a Board of Arbitration in accordance with 5:8.

Arbitration

5:8 In the case of any dispute arising as to any of the terms of this agreement affecting any employee of the Company which cannot be adjusted satisfactorily between the Shop Committee and the Management of the Company, the same may be referred within five (5) days after the matter has been dealt with in Section 5:5 above to a Board of Arbitration. A one (1) man Board of Arbitration may be appointed provided the Union and the Company agree on same; if either party does not agree the board will consist of three (3) members. The three (3) man Board of Arbitration shall be composed of one member to be selected by the Union and one member to be selected by the Management.

If the two members cannot agree on the subject matter of the dispute within five **(5) days** (unless the time is extended by mutual consent of both parties), then a third member shall sit in **as** impartial chairman. If the said appointees cannot agree on an impartial chairman within five **(5) days**, then the parties shall request the Minister of **Labour** to appoint the Chairman of the Board. The Board **so** composed shall in no event have the power to alter, modify, or amend this agreement or any agreement made supplementary hereto, in any respect, establish or change any wage, or rule on any dispute relating to incentive **rates**. The Board's decision shall be final and **binding** on both parties. The arbitrator shall render his decision on the matter within thirty **(30) days of the hearing. In the event a three (3) man arbitration board is utilized, said time limit shall be extended to sixty (60) days.** In the event briefs are filed, the arbitrator may extend the time limits as he deems necessary.

The Arbitration Board may decide whether or not retroactive wages are payable because **an** employee has been deprived of wages as a result of a violation of the agreement, and where such violation involves disciplinary action resulting in loss of wages. The disciplinary action could be modified if, in the opinion of the Board, the extent of the discipline **is** unreasonable in relation to the offense.

Any award or settlement shall in no case be made retroactive beyond the date on which the grievance was presented in written form **as** provided in Sections **5:3** and **5:6** above, or beyond the date of the Occurrence giving **rise** to the grievance. The said parties shall pay the cost of its **respective member and share** equally the cost of the impartial chairman.

5:9 A complainant shall be privileged to complain against any infraction of **this** agreement or any alleged unfair treatment to his immediate Foreman and to the chairman of the Shop Committee, but after having done so shall remain on his job and work to the best of his ability pending having his case dealt with.

Discharge, Suspension or Lay-Off

5:10 Should an employee feel that he was discharged or suspended without proper cause, or laid off improperly, he may protest the action by submitting a written grievance to the Company within seven (7) working days of the action. The grievance will be considered as received at Step 3 and will thereafter be subject to time limits and discussion appropriate to that and subsequent steps.

No claim or grievance shall be made by the Union or employee with respect to discharge or lay-off of an employee during his period of probation. However, in other respects an employee on probation is subject to the terms of **this** Agreement except where hereafter specifically excluded.

5:11 In case of the proposed suspension and/or discharge of an employee, a representative of the Shop Committee shall be present with the employee. The only reason that a Union Representative would be present is to ascertain the reason for the discharge/suspension.

No Strikes or Lockouts

5:12 In accordance with sections 88 and 89 of the Manitoba Labour Relations Act and for the duration of **this** agreement, the Company agrees that there shall be no lockout of employees and the Union agrees that there shall be no strike or slowdown, either complete or partial, or other collective action which will stop or interfere with production.

ARTICLE VI
NOTICES AND MEETINGS

6:1 The Company agrees to supply bulletin boards for the use of the Union and Safety Committee. Notices to be posted shall be submitted and approved by the Management before they are posted on the bulletin boards.

6:2 The Union agrees not to hold any meetings on the Company's property without first obtaining the approval of the Management.

ARTICLE VII
SENIORITY, LAYOFFS
RECALLS AND TRANSFERS

Seniority

7:1 New employees who have worked for a period of fifty (50) accumulative working days and who have proven satisfactory to the management, shall be placed on the seniority list. The employee's plant seniority shall be his date of hire subject to the conditions (a) and (b) below of this section:

(a) Provided the fifty (50) accumulative working days occur in a period of twelve (12) consecutive calendar months.

(b) new employees will have the pre-placement physical examination as soon as possible within their probation period. Charges by the doctor/clinic will be paid by the company. Should a new employee fail his pre-placement physical examination, he will be terminated.

(c) New employees will receive appropriate safety orientation and introduction to WHMIS on his first day of work. He will be introduced to the Union Steward for his area.

7e **Job Posting**

7:2 When a vacancy occurs in any newly created classification, apprentice classification or in any classification which appears on Schedule "A" other than those marked with an asterisk (*) the Company shall post notice of vacancy on the bulletin board. This notice shall remain posted on the bulletin board for at least two (2) working days. The candidate with the greatest plant seniority shall be assigned to the vacancy or new position, provided however that he has the necessary and sufficient qualifications for the job. It shall be the responsibility of the Company to train the successful candidates properly in all aspects of their new jobs. The successful candidates shall be named within five (5) working days after the closing date as stated on the notice and placed on the job once his replacement has been suitably trained. The successful candidate shall be given a trial period of up to sixty (60) days worked, except for apprentices whose trial period shall be in accordance with Section 8:4, to prove that he can perform the job to the satisfaction of the management. During this trial period, the employee may be returned to his former position at his request or at the request of management.

An employee who has been appointed to a posted vacancy or position, which requires a training period of one month or more, and has been working in that position for more than 20 working days, may not apply for another posted vacancy or position during the twelve (12) months following his appointment except an employee who was removed by management from a posted vacancy or position. This restriction is reduced to six (6) months for a work period of 11-20 working days and the restriction does not

apply for a work period of 1-10 working days. If a posted **job is terminated, the last successful candidate appointed to that job may be reassigned to that job at future job postings of vacancies in that same job.**

Filling of job vacancies shall not require a job posting in cases of absence of the incumbent due to sickness, injury, vacation, leaves of absence or suspension, **unless** the time off exceeds twenty **(20)** working days or this time limit is extended by mutual agreement. In assigning employees to vacancies in jobs in Schedule "A" indicated by an asterisk, the Company shall consider seniority as a primary factor.

When a position becomes vacant due to an employee being sick or injured and is going to be absent for more than a month, certified by a Medical Practitioner, that position shall be posted on temporary basis. Should the employee **return** to work prior to the expiration of a one-year period, he will resume **his** position prior to the illness **or** injury. At the expiration of one year, the employee that received the temporary **posting** shall retain that job posting. Should the employee **return** to work after the expiration of a one-year **period**, he will exercise **his** seniority to displace the least-**senior** incumbent employee in that job. If the returning employee does not have sufficient seniority to return to **his** job, he will exercise **his** seniority in accordance with Section 7:4(c). The displaced employee will have the same right. *Ad*

7:3 The Company shall keep and maintain an accurate record of seniority ~~rights~~ of all employees and shall provide the Shop Committee with copies of the seniority list every **three** (3) months. The Company shall give the Shop Committee copies of all notices of layoffs, leaves of absence and terminations.

Layoff

7:4 The following procedure will apply when an employee **has** insufficient seniority to retain his job during one of the following scheduled changes —

- NO*
- layoff
 - job elimination
 - removed from his job due to lack of work for more than five working days.

Seniority shall be the primary factor, subject to (a), (b) and (c) below, provided the employee has the skill, ability and physical fitness **to perform** the usual work of the classifications with no more than five days' trial.

- (a) Journeymen shall be increased or decreased first in accordance with their ~~trade~~ journeymen seniority, after which length of continuous service shall be the primary factor. A Journeyman is defined as an employee who has successfully completed apprenticeship training for a job.
- (b) Apprentices in their trade may be exempted from the layoff by seniority procedure and may be retained during layoffs provided that retaining an apprentice in the Company's employ shall not cause the layoff of a journeyman with greater seniority in that job.

- (c) An employee who has insufficient seniority to retain his job during a layoff or at the time of job elimination or when an employee is removed from his job due to lack of work, may exercise his seniority to displace either the least-senior incumbent of any job previously held by the employee on a permanent basis or the least-senior incumbent of any classification bearing a single asterisk (*) on Schedule "A".

7:5 If a layoff is to be made the **Shop Committee** must be informed ~~three~~ (3) working days [The Union ~~shall~~ receive advance notice prior to notice being ~~posted~~] prior to such a layoff. All layoffs ~~shall~~ be ~~posted~~ on the **board** for three (3) working days. Acts of **God**, or situations beyond management control, ~~will~~ be exceptions to the above.

Recall

7:6 As permanent openings occur in classifications from which employees have been laid off, employees will be recalled to those classifications in reverse order of layoffs until each employee **has** been restored to the classification he held prior to the layoff. **An** employee may accept recall to his classification or to any intervening classification held by him during his period of layoff from his regular classification.

Employees who have been laid off from the plant will be recalled in seniority order (a) to any posted classification from which laid off or (b) to any classification bearing a single asterisk (*) on Schedule "A".

Notification of recall shall be on a verbal basis by Management. If verbal notification cannot be accomplished, written notice shall be made by registered letter at the address given to the Company by the employee. If he does not report for work the fifth succeeding working day after such notice, the next man on the seniority list may be employed but he cannot be replaced by the first employee until after the second employee has worked (1) work week.

Loss of Seniority

7:7 If an employee referred to in 7:6 fails to ~~return to~~ work within five (5) working days after such notice, he shall forfeit his seniority rights with the following exceptions; if such employee is unable to ~~start~~ work because of injury or sickness certified by a doctor, or if the employee gives reasons satisfactory to the Company for failure to ~~return to~~ work, or if employee is granted a leave of absence at time of recall.

7:8 Seniority shall be terminated and employment cease for any of the following reasons:

- (a) If an employee voluntarily leaves the employ of the Company.
- (b) If an employee is discharged for just cause.
- (c) If an employee with seniority of one (1) year or less is laid off for more than twelve (12) consecutive months or if an employee with seniority of more than one (1) ¹⁰⁰² year is laid off for twenty-four (24) consecutive months.
- (d) If an employee fails to return to work upon the expiration of an authorized leave of absence or an extension of a leave of absence, unless he gives reason satisfactory to the Company for such failure to return to work.

Leave of Absence

7:9 Leave of absence without pay for personal reasons may be granted by management. Such leave, not in excess of one (1) week, may be granted any employee by arrangement with his supervisor. Request for leave of absence for longer periods must be referred to the Production Manager for approval. Such leaves shall not be granted in

excess of three (3) calendar months. However, the Company may grant (in writing) up to three (3) extensions of one (1) month each to the original leave. Sick leave will be granted only if a doctor's certificate identifies the illness, explains why the leave is needed and estimates how long the difficulty will continue.

All requests for leave of absence for health reasons must be approved by the employee's medical practitioner. Leave shall be automatically granted and seniority will accumulate where occupational injury or illness is involved. All leaves of absence must be requested in writing by the employee concerned to his supervisor at least two (2) calendar weeks in advance, excluding emergencies. This advance notice will not apply to leaves of absence granted at time of recall as shown in Section 7:7. Unless specified otherwise at the time of granting, all approved leaves of absence without pay will be counted as time worked in determining vacation benefits. No leave of absence shall be granted to any employee in order to obtain work of a similar nature in another shop.

An employee on a certified leave of absence for medical reasons shall continue to accumulate seniority.

7:10 (a) Upon receipt of a written request from the Union, the Company agrees to grant leave of absence with pay to be reimbursed by the Union to not more than three (3) members at any time for the purpose of attending Union conferences, conventions or other Union business outside the plant, provided however that only two (2) delegates or officers of the Union from any one job classification will be granted leave of absence at any one time.

A request for a leave of absence for Union business for a period not exceeding two (2) days must be submitted, in

~~writing~~, to an employee's supervisor at least one **(1)** week in advance ~~of~~ the commencement of the leave. Except as noted below, a ~~similar~~ request for a ~~period~~ in excess of two **(2)** days must be submitted, in writing, at least ~~two~~ **(2)** weeks in advance of the commencement of the leave.

Upon approval of a leave of absence request, the Company agrees to pay the employee for the hours absent at ~~his~~ straight time base ~~rate up to~~ a maximum of eight **(8)** hours per day. The Union agrees to submit the request on a form that indicates the ~~day(s)~~ and total hours that the employee ~~will~~ be absent. ~~The~~ Union will reimburse the Company upon receipt of the amount ~~owing within~~ two **(2)** weeks. The Company ~~will~~ present the bill to the Financial Secretary of the Local Union.

(b) Upon written request of the Union, the Company shall ~~grant to one~~ **(1)** employee, who has been elected or appointed to an office for the local ~~or~~ International Union, a leave of absence without pay for a ~~period~~ not in excess of six **(6)** months. ~~This~~ leave of absence shall be renewable, upon request, for additional six **(6)** month ~~periods~~. The Union agrees to give the Company as much advance notice as possible but in any event not less than two **(2)** weeks in advance of the intended commencement of the leave.

(c) ~~An~~ employee who is granted a leave of absence for Union business shall, upon ~~his~~ return, resume ~~his~~ former employ without impairment of ~~his~~ previous seniority ~~rights~~.

(d) Such leave of absence shall be subject to the availability ~~of~~ a suitable replacement.

185
LTH

Seniority Outside Bargaining Unit

7:11 An employee who is transferred from the bargaining unit after May 1, 1999 shall cease to accumulate bargaining unit seniority.

An Employee who has been transferred to a non-bargaining unit position has up to one year to return to a bargaining unit position or be returned by the Company to a bargaining unit position. When returned, the employee shall be placed in a bargaining unit job to which said seniority and qualifications entitle him.

An Employee who remains in a non-bargaining unit position after one year shall not have any rights to return to the bargaining unit that this collective agreement previously conferred upon him.

However all seniority earned under prior agreements shall be maintained under the April 1, 1995 to April 30, 1999 CBA.

ARTICLE VIII

APPRENTICES

7e 8:1 A person apprenticed to learn a trade in the shop of the Company must service an apprenticeship of one, three or four years, dependent upon the requirements of the trade. The apprenticeship periods and the requirements of the trades are as follows:

One Year: Machine Grinder (including Planer Grinders, Boring Mills and Lathe Grinders), Ladleman, Welder, Trackwork Assembler.

Three ~~Years~~: Moulder

~~Four~~ Years: Patternmaker, Maintenance Mechanic, Electrician, Industrial Mechanic (Millwright).

Except for the classifications of Industrial Mechanic (Millwright) and Electrician, the Company shall decide, within the apprenticeship time **limits** specified above, when an apprentice is fully capable in his trade and when he should be classified as a journeyman. ~~For~~ the classifications of Industrial Mechanic (Millwright) and Electrician, no employee can be classified as a Journeyman who does not possess Manitoba certification to practice his trade in industry.

8:2 The ratio of apprentices in any department shall be mutually **arranged** between Union and Management. In the case of a reduction of forces, no apprentice shall have the right to displace a journeyman.

8:3 Apprentices may be taken from the shop ~~or~~ from new employees but preference shall be given to employees already in the employ of the Company, provided such employees can fulfill the necessary requirements. Should an employee taken from the shop be in receipt of a higher rate of pay than the apprentice rate offered him by Management, whatever arrangement which may be agreed upon between the Management and the Union Committee shall govern. If a higher rate ~~than~~ the prevailing apprentice rate is agreed to, the employee shall receive such rate until such time ~~as~~ the apprentice scale of rates would equal such higher rate, and then ~~he~~ shall receive increases as set forth in the apprentice scale of rates.

8:4 The probationary period for apprentices selected from employed foundry help shall be one hundred twenty (120) days worked. If during said period the apprentice does not show the ability to learn the trade, the Shop Committee and Management shall meet and discuss the transfer of said apprentice to another classification. It shall be the responsibility of the Company to train apprentices properly in their respective trades.

8:5 Any of the shop employees who becomes an apprentice shall have the privilege of returning to his former position any time during his first sixty (60) working days' trial period as an apprentice.

8:6 During his apprenticeship, an apprentice shall receive such instruction and experience in all branches of his trade, as is necessary to develop a practical and skilled journeyman, versed in the theory and practice of his trade, as it applies to plant operation. He shall perform such other duties in the shop and on the job as are commonly related to his respective trade. During his three years' apprenticeship, a moulder shall spend six (6) months in the core room.

8:7 Seniority of apprentices shall be as follows: Apprentices shall be laid off and rehired in accordance with apprenticeship seniority. During his apprenticeship period, the apprentice shall retain his plant seniority in his former classification. After completion of his apprenticeship, the journeyman shall have the seniority to his credit earned as an apprentice.

8:8 Except as otherwise provided in this Article, an apprentice shall enter his respective apprenticeship and thereafter advance in labour grade level at sixty (60) days worked intervals in accordance with the following schedule.

(page 28) Should an apprentice be hired from outside the plant, ~~the regular first fifty (50) days' probation period will~~ apply and thereafter the apprenticeship scale.

8:9 None but moulders and their apprentices shall have the right to ~~run~~ cores, bench or ~~floor~~ mould, set cores and finish. Should there ~~be~~ insufficient work at ~~floor or~~ bench moulding or ~~coremaking~~ for any journeyman moulders, they shall have the right to ~~take~~ over the operation of the moulding machines excluding the shell moulding machines provided they have required departmental seniority.

8:10 For the purpose of ~~this~~ Article, a day will be defined as eight (8) hours worked in that job.

8:11 Apprentices in the trades of Industrial Mechanic and Maintenance Electrician will be paid a supplement by the company for each of the periods spent in out-of-plant government ~~training~~. These supplements will top up the ~~Canada~~ Employment Insurance benefits.

Year 1 Gross EI + Supplement = 70% of basic wage

Year 2 Gross EI + Supplement = 75% of basic wage

Year 3 ~~Gross~~ EI + Supplement = 80% of basic wage

Year 4 ~~Gross~~ EI + Supplement = 85% of basic wage

The apprentice must successfully complete each training period with passing grades and 90% attendance.

ARTICLE IX

HOURS OF WORK AND OVERTIME

9:1 The schedule of hours of work, as set out in ~~this~~ agreement, shall not be considered as a guarantee of hours of work per day or week.

UPON COMPLETION OF DAYS WORKED											
Start at	60	180	300	420	540	660	720	840	960	Job Grade	
4	5	7	8	10	12	14	16	18	19	Maintenance Electrician	
4	6	8	9	11	13	15	17	19	18	Maintenance Electrician	
4	5	7	8	9	10	12	14	16	17	Maintenance Mechanic	
4	6	8	9	10	11	13	15	17	17	Maintenance Mechanic	
4	5	6	7	8	9	11	13	14	15	Patternmaker	
4	6	7	8	9	10	12	14	15	17	Patternmaker	
4	5	6	8	10	12	13	15	17	17	Ind. Mechanic (Millwright)	
4	6	7	7	9	11	12	14	16	18	Ind. Mechanic (Millwright)	
4	5	6	7	8	9	10	11	12	13	Moulder	
4	6	7	7	8	9	10	11	12	13	Moulder	
4	5	6	7	8	9	10	11	12	13	Welder	
4	6	8	11	13	13	13	13	13	13	Welder	
4	5	5	5	5	5	5	5	5	5	Lademan	
4	7	7	7	7	7	7	7	7	7	Lademan	
4	5	9	9	9	9	9	9	9	9	Machine Grnder/ Trackwork assembler	
4	7	10	10	10	10	10	10	10	10	Machine Grnder/ Trackwork assembler	

9:2 For the purpose of this agreement, a normal work week will consist of five (5) consecutive days beginning with Monday (exception to this shall be the shift which starts at 11:30 p.m. Sunday). A day is a 24-hour period beginning with the start of the employee's shift. The basic workday is eight (8) consecutive hours of work in a 24-hour period excluding lunch breaks.

8a7
40

The plant will operate three (3) - six (6) hour shifts each December 31 (midnight to 6 am, 6 am to noon, noon to 6 pm).

9:3 Scheduled hours of work will be performed either day or night shift at the option of Management. Employees with the most job seniority shall have the preference of day or night work provided it does not conflict with the efficient operation of the plant.

8b
7

An employee who bids to a job that he once held in the past will not be credited with the prior service in that job. An employee who returns to a job, per Section 7:4, that he once held in the past, will be credited with the prior service in that job.

Overtime

9:4 An employee may be required to work reasonable overtime when requested, but the Company will give consideration to an employee not wishing to work beyond his regular hours.

If it is necessary to work employees scheduled on an eight hour day in excess of eight hours, time and one-half will be paid for all hours in excess of eight hours, subject to the provisions of Section 9:11.

Overtime- Saturday

9c2
D=4
9:5 Work performed on Saturday will be paid at time and one-half rates for the first four (4) consecutive hours. Doubletime will be paid for all hours worked continuously on Saturday in excess of this four (4) consecutive hour period. Notice for non-scheduled Saturday work shall be posted not later than noon Thursday for all employees.

Overtime- Sunday and Holidays

9c4/s
D=0
9:6 Double time will be paid for all hours worked on Sunday and for all hours worked on a holiday, in addition to any holiday pay for which an employee is otherwise eligible.

9:7 When it becomes necessary to work overtime, men shall not be laid off to equalize the time worked.

9:8 So far as it is reasonable and practical to do so, available overtime will be distributed equally among the employees in their respective job classifications.

Rest Periods

8c5
9:9 A paid rest period of ten minutes in the morning, a paid ten minute lunch break and a paid rest period of ten minutes in the afternoon shall be allowed daily for employees who are working a straight eight (8) hours shift provided this privilege is not abused by the employees. This will apply to all shifts. In the event of 8 1/2 hour shifts, the same two rest periods will apply and the lunch break will be thirty (30) minutes unpaid.

During the months of June, July and August only, the afternoon rest period shall be increased to fifteen (15) minutes per day. The night crew will be granted the same privilege.

Wash-Up

9:10 Five minutes will be granted to employees before the end of each shift for the purpose of washing up. This ⁸⁰⁶ privilege will not be abused.

Double Time

9:11 The Company shall pay an employee one and one-half (1 1/2) times his regular straight time hourly pay for all hours he is required to work over eight (8) hours a day up to a maximum of ten (10) hours. The Company shall pay an employee ⁹⁰¹ two (2) times his regular straight time hourly rate for all hours he is required to work over ten (10) hours a day.

Call Back

9:12 An employee called out to work after he has completed his regular shift and left the premises shall be given not less than four (4) hours' work at the appropriate overtime rate, or if work is not available, shall be paid for four (4) hours at straight time rates.

Reporting Allowance

9:13 Unless an employee is advised in advance that there will be no work, on reporting for work at the designated starting time, such employee shall be given four (4) hours of work at a straight time rate, ¹¹⁰¹ or if work is not available shall be paid for four (4) hours at straight-time rates, except in cases over which the management has no control, provided the employee attempts to report to his Foreman to request work.

Early Reporting

9:14 An employee may be called after he has left the premises of the Company at the end of his scheduled shift and required to report ahead of the normal starting time for his next shift. For all hours worked ahead of the normal

starting time, the Company shall pay the employee one and one-half (1½) times his regular straight-time hourly pay, or the overtime rate applying to the preceding day, whichever is greater.

9:15 Pyramiding of overtime or premium pay for the same hours worked shall not be permitted under this Agreement, nor shall an employee be paid overtime and premium pay for the same hours worked. If two or more pay provisions could have application to the same hours worked, payment shall be made under the provision resulting in the highest pay for such hours.

Pay on Day of Injury

9:16 An employee who is injured while working for the Company and leaves the plant for medical attention shall receive a full day's pay for the day of injury unless the employee is subsequently covered by compensation.

9:17 Employees shall be in their work places ready for work when the starting whistle blows. Employees shall remain at their work until the stop time whistle sounds or as directed by their foreman.

Calculations of lateness deductions and/or overtime payments will be done in six (6) minute increments. 0 - 5 minutes and 59 seconds will be without deduction and/or without payment.

9:18 Failure on part of the employee to keep Management or Office Staff informed of his correct address and telephone number if possible, relieves Management of its responsibility of any notification by this agreement.

Hot Meals

9:19 When an employee is required to work two hours past his scheduled quitting time, the Company will provide him with six (6) loonies. This meal will be taken at a reasonable time after the employee's regular scheduled quitting time. If the employee is required to work in excess of four (4) hours, he may have a second six (6) loonies, to be used at a reasonable time during the shift. *gd*

ARTICLE X

PAID HOLIDAYS

10:1 An employee covered by this agreement shall be paid one (1) normal day's pay for each of the following holidays, provided he fulfills the attendance requirements as stated in Section **10:3** of this agreement:

- | | | |
|------------------------|---------------------|------------|
| New Year's Day | Thanksgiving Day | |
| Good Friday | Remembrance Day | |
| Victoria Day | Christmas Eve | <i>12a</i> |
| Canada Day | Christmas Day | <i>12</i> |
| Civic Holiday | Boxing Day | |
| Labour Day | Employee's Birthday | |

Re: Employee's Birthday: Each employee must submit a form to his foreman indicating the day he chooses, one (1) week or more in advance.

Should an employee's birthday fall on a Tuesday, Wednesday, or Thursday, the employee may request that it be celebrated on the nearest Monday or Friday to make a long weekend, production requirements permitting.

In the event that Heritage Day is passed by legislation, that day will also be considered a paid holiday under this article.

10:2 An employee with less than thirty (30) calendar days of service with the Company must have worked at least fifteen (15) days of the thirty (30) calendar days immediately preceding a holiday and fulfill the attendance requirements as stated in Section 10:3 of this Agreement in order to receive pay for the holiday.

10:3 Any employee who does not work the full regular shift on the working day immediately preceding and the working day immediately following such Holiday shall not be entitled to payment without labour unless such failure to work is due to:

- a) Lateness or absence due to cause approved by the Company, or
- b) Injury to the employee in the plant on one of the three (3) working days immediately preceding the holiday, or
- c) Illness certified by a medical doctor and verified by the Foreman occurring not more than seven (7) days prior to the holiday, or
- d) Jury Duty or Witness service by the employee, or
- e) Death in the employee's family.

10:4 A day's pay for the purposes of holiday pay shall be equivalent to an employee's normal daily earnings for the days on which he worked during the thirty (30) calendar days immediately preceding the holiday. If the plant or any department has been on short time for a month before the holiday, holiday pay will be calculated on the basis of such lesser numbers of hours as would have been assigned to the employee for that day if it were not a holiday. Holiday pay

for an employee who is paid under the Incentive System ~~shall be equivalent to his average daily earnings exclusive~~ of overtime, **for the** days on which he worked during the thirty (30) calendar days immediately preceding the holiday.

10:5 If a holiday falls on a Saturday, the previous Friday will be observed and if the holiday falls on a Sunday, the following Monday will be observed as the holiday and will be paid for as such.

10:6 An employee who is discharged or laid ~~off~~ will receive pay for a holiday provided he has worked at least **fifteen (15) days of the thirty (30) calendar days immediately** preceding a holiday. He will not be entitled to receive ~~this~~ pay if he terminates ~~his~~ employment voluntarily.

ARTICLE XI ANNUAL VACATIONS WITH PAY

11:1 Employees who have been placed on the Company's ~~seniority~~ list and who have continuous service with the Company as of May 31st in any year, shall be entitled to receive an annual vacation and vacation pay in respect ~~of~~ such vacation period in an amount equivalent to the following regulations, and the vacation pay will be (subject **to the maximum stated below) the corresponding percentage** of the straight-time hourly earnings (excluding overtime pay and premium pay) received by them respectively from the Company during the twelve (12) month period preceding May 31st ~~of~~ that year.

- a) Employees who ~~are~~ eligible for a vacation with pay under the article shall not receive less vacation pay

than the amount equal to the wages that the employee would have earned if he had worked during the whole of the regular working hours of his vacation at his hourly rate of pay in effect at the time the vacation pay is calculated, provided the employee has worked for at least ninety-five per centum (95%) of the regular working hours during the twelve (12) consecutive month period immediately preceding the date that the vacation pay is calculated.

- b) If an employee has worked at the plant during the twelve (12) consecutive months immediately preceding the date that the vacation pay is calculated but has worked less than ninety-five per centum (95%) of the regular working hours during the twelve (12) consecutive month period, the regular working hours during the following periods of absence shall be considered as time worked in the twelve (12) month period when computing the employee's attendance for vacation purposes:
- 1) Where, by reason of an injury arising out of and in the course of his employment with Amsco Cast Products (Canada) Inc., an employee has been in receipt of compensation under the Workers' Compensation Act.
 - 2) The period of a vacation
 - 3) The aggregate of periods, not exceeding thirty (30) working days in all, comprising the time during which the employee has been authorized by the Company to be absent from work, and in respect of which the employee files with the Company a certificate signed by a duly qualified Medical

Practitioner showing that the employee was not, in the opinion of the medical practitioner, fit to work during that time by reason of illness.

- 4) The time during which an Electrician Apprentice or Industrial Mechanic (Millwright) Apprentice was attending residence training under Manitoba Vocation Training.

11:2 Vacation Schedule—

- a)** ~~Less than one (1) year's~~ service - In accordance with the Manitoba Vacations with Pay Act. 12b
W Y
2-1
- b)** One (1) to five (5) years' service - Two (2) weeks and 4% pay. 3-5
4-14
- c)** Five (5) to fifteen (15) years' service - Three (3) weeks and 6% pay. 5-24
6-32
Effective May 1, 2001 - Five (5) to Fourteen (14) years service - three (3) weeks and 6% pay.
- d)** Fifteen (15) to twenty-five (25) years' service - Four (4) weeks and 8% pay.
Effective May 1, 2001 - Fourteen (14) to Twenty-Four (24) years service - four (4) weeks and 8% pay.
- e)** Over twenty-five (25) years' service - Five (5) weeks and 10% pay.
Effective May 1, 2001 - Twenty-Four (24) to Thirty-Two (32) years service - five (5) weeks and 10% pay.
- f)** Effective May 1, 2001 - Over Thirty-Two years service - six (6) weeks and 12% pay. ✓
- g)** "Pay" shall be defined as straight-time hourly earnings (excluding overtime pay and premium pay) in accordance with the Manitoba Vacations with Pay Act.

11:3 Vacations will, as far as possible, be granted during July and August. Vacations for Maintenance Department employees will, as far as possible, be granted during the period of June 1st to September 30th. Staggered vacation dates will normally not be changed without the approval of the employee. Individual employees may be granted vacations at times other than the above dates providing they make suitable arrangements with their supervisor two (2) weeks in advance.

11:4 Pay for vacations with pay shall be paid in advance to the employees qualifying, on the last day of his employment before commencement of his vacation.

No employee shall receive wages in lieu of his vacation; his vacation must be taken.

11:5 The Company may require the plant to be closed for the purpose of providing a vacation period or at its option may stagger vacation periods of employees so that production may be maintained. The Company will notify the employees of its intention, by Bulletin, on or before April 1 of each year.

ARTICLE XII

6d.2 WAGES AND JOB CLASSIFICATIONS

12:1 The job classification and the range of wage rates for the various classifications of the Company employees under this agreement shall be shown in Schedule "A" attached to this agreement and the said rates shall be effective for the term of this Agreement. Any significant change to existing jobs listed in Schedule "A" or introduction of equipment which would create new bargaining unit jobs shall be discussed between the Company and the Union to classify such jobs in Schedule "A".

Temporary Transfer

12:2 If an employee is temporarily moved (other than at his own request) to another operation carrying a lower rate of pay than he has been receiving, the Company will continue to pay him at his former rate. If an employee is temporarily moved to another operation carrying a higher rate of pay than he is receiving, the Company will pay him at a high rate provided he performs such an operation for a period in excess of one (1) hour. The word "temporary" in this section shall mean a period of up to twenty (20) working days or this period is extended by written mutual agreement. The Company shall give written notice of temporary transfer of five (5) or more days duration. Time spent by an employee on a temporary transfer will not be used to circumvent the job posting procedure.

12:3 Where an employee is skilled and efficient in several occupations the Company may, at its discretion, because of this versatility of skills, pay to such an employee, a higher rate than shown above for his classification, and this shall be without prejudice as to rates of other employees. This rate shall be in multiples of whole increments appearing on Schedule "A". The Company will advise the Union when an employee is designated to receive additional pay under this provision.

Shift Differential

12:4 For the purpose of shift differential only, the following will designate normal shifts and shift premiums:

Day Shift

8:00 a.m. to 4:00 p.m. 0

(8:00 a.m. to 4:30 p.m.)

2nd Shift 11C1
4:00 p.m. to 12:00 a.m. 45 cents per hour
(4:30 p.m. to 1:00 a.m.)

3rd Shift 11C2
12:00 a.m. to 8:00 a.m. 50 cents per hour

Note: Normal starting time for day shift employees may be scheduled one hour earlier than the starting time noted above.

Employees on the above normal shifts who are required to work overtime either before or after their shift will, for such overtime, receive differential applicable to the shift on which the overtime is worked.

Employees who work irregular shifts shall receive the greater of the shift premium which begins or that which ends in the **periods** designated above.

12:5 One man from the afternoon shift will be paid by the Company for two (2) hours each month while attending the meeting of the Local Union held monthly. The representative will be identified three (3) days in advance of the meeting. Should the representative chosen be one whose absence from **work** interferes with the afternoon **work** at the plant, the Company agrees to provide a comparable replacement to be paid at the straight time rate. Any loss of earning incurred by the **representative** due to non-payment of overtime premium will be made up by the Union.

3C Handicapped Employees

12:6 In the event of employees sustaining injury or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, the Company agrees to reasonably accommodate such employees in a suitable job upon receiving a physician's report.

ARTICLE XIII
HEALTH, SAFETY AND WELFARE

13:1 Employees of the Company will observe such rules and regulations as may be established by the Management for the promotion of health and safety and the welfare of the Company and its employees, providing such rules and regulations do not conflict with or supersede any of the terms of the provisions of this Agreement. Such rules and regulations will be posted on the Shop bulletin board. The Company agrees to keep toilets, lockers and facilities for the employees in a clean and sanitary condition, subject in all cases to the co-operation in this respect of the employees.

13:2 The Company agrees to participate in a welfare benefit program for all employees who have completed their probation period and the Company agrees to contribute 100% of the cost of any such plan as is agreed upon by the Company and the Union.

13:3 In the event of an explosion, fire or any other extremely dangerous condition, the employees are to clear the area immediately and to advise the closest supervisor.

13:4 The Company and the Union agree to name a Safety Committee to promote Safety and Industrial Hygiene in the plant. This Safety Committee shall meet at least once per month.

13:5 Once per calendar year, the Company will assist employees in the purchase of CSA approved safety boots or shoes complete with metatarsal guards by paying each seniority employee not more than one hundred and twenty five dollars (\$125.00) toward the purchase of such boots or shoes upon the employee's presentation of a receipt or payroll wage assignment. Probationary employees will

buy their first pair of **boots** and be re-imbursed up to one hundred and twenty five dollars (**\$125.00**) upon completion of their probation **period**. **Also**, each seniority employee **will** be entitled to a subsidy of seventy-five (\$75.00) per pair upon **his** purchase in a calendar year of **his** second or **more pairs of CSA-approved safety boots or shoes complete** with metatarsal guards.

It is further **agreed** that if an employee requires special **boots** for medical **reasons**, the Company **agrees** to purchase one pair per calendar year.

Certain classifications will be provided with coveralls and laundering of same - Maintenance employees two pairs per week, **Press** Operators and Machine Grinders one pair per week. Any specialized safety equipment that relates directly **to** the job, such as aluminized asbestos clothing, spats, etc., and any other safety equipment usually provided in the past by the Company, shall be paid for by the Company.

13:6 The Company and Union agree to exchange any information that comes into their possession concerning chemicals and gases produced by those chemicals used in the foundry industry that could be possible health hazards, and be posted in each department.

ARTICLE XIV

BEREAVEMENT

14:1 In the event of the death of an immediate relative, as described below, any employee with plant seniority shall, upon proper application, be granted an excused leave of absence. The employee shall be paid **his** base rate for the hours he would have been scheduled to work, up to three (3) **eight (8)** hour days for time lost during leave **of** absence **so**

granted. "ImmediateRelative" shall mean the employee's mother, father, mother-in-law, father-in-law, wife, son, husband, daughter, brother or sister. It shall also include the employee's step-mother, -father, -brother, -sister, -son, or -daughter when the employee and the "step" relative have resided together in a family relationship.

In the event of the death of a grandparent, brother-in-law, sister-in-law ~~or spouse's~~ grandparent, the employee shall be granted a one-day leave of absence with pay.

If, because of distance ~~or~~ for other reasons, the employee does not attend the funeral of the deceased, he shall be granted a one-day leave of absence with pay.

During such absence the employee will be compensated at his hourly rate for such regular working time lost. The employee shall be eligible for pay for time ~~lost only under~~ the following additional conditions:

12/31/3

The time ~~to~~ be paid for shall be the number of scheduled days of work lost by the employee, but a maximum of three (3) days, in the period from date of death of the relative ~~to~~ the day following the day of the funeral. No ~~extra~~ pay allowance will be granted for multiple ~~or~~ simultaneous deaths, except at the discretion of the Company. ~~No~~ bereavement pay shall be granted if death and funeral occur during the paid vacation period, ~~or~~ for any other holidays for which the employee is already receiving pay.

The Company may request proof of the relative's death.

ARTICLE XV

JURY DUTY

15:1 An employee, other than a probationary employee, who is required to serve as a juror (including Coroner's jury) or has been subpoenaed for service as a witness in a court of law, shall on sufficient proof of service, be entitled to receive the difference between the fee for service and eight hours of pay at his basic hourly rate for each day on which he is prevented by the service from earning his normal straight time wages.

ARTICLE XVI

Adn #2/11 **COMPANY - UNION MEETINGS**

16:1 The Company and the Union agree that meetings between the Union and Company may be held at certain times to discuss problems. Such meetings will be requested by the Local Union President or Plant Personnel Manager. Such request will be discussed between these two people and if they both agree that such a meeting is warranted, the time and place for the meeting will be established by them.

16:2 The Company agrees to pay at straight time its employees who are members of the Negotiating, Grievance, Safety, Labour-Management, EAP, ISO, Forklift Certification, Capital Expenditures, Social and other committees agreed to by the parties, for time spent at meetings called by management.

ARTICLE XVII

TECHNOLOGICAL CHANGE

17:1 "Eligible employees" in this Article means any regular full-time employee hired prior to the notice given in Section 17:5.

17:2 "Technological Change" in this article means:

- (1) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in the operation of its work, undertaking or business; and
- (2) A change in the manner in which the Company carries on its work or business that is directly related to the introduction of equipment or material.

17:3 The provisions of the Article are intended to assist employees directly affected by significant technological change to adjust to the effects of the technological change.

17:4 The Company and the Union hereby specifically waive the Provisions of Sections 83, 84, and 85 of the Labour Relations Act, Chapter L10, Statutes of Manitoba.

17:5 If the Company decides to effect a technological change that is likely to directly affect the terms and conditions or the security of employment of at least 25% of the employees covered by this Agreement or to alter significantly the basis upon which this Collective Agreement was negotiated, it shall give the Union at least three (3) months notice of the technological change stating:

- (a) the nature thereof;
- (b) the date on which it is to be effective;
- (c) the approximate number and classifications of employees to be affected;
- (d) the effect that the change is expected to have on the terms and conditions of employment.

17:6 Upon receipt of the notice referred to in Section 17:5, the Union will meet with the Company within 15 days to establish a Joint Planning Committee for the purpose of preparing recommendations to facilitate the following:

- (a) retraining of employees who will be assigned to new duties; and
- (b) **relocating employees whose service may be terminated** as a result of reduction in the work force.

17:7 The Joint Planning Committee will be composed of ~~three~~ Company representatives, ~~three~~ Union representatives, representatives from the Federal and Provincial Governments, when appropriate, and a chairman mutually agreed to ~~between~~ the Company and the Union. If the Company and ~~the~~ Union cannot mutually agree upon a chairman, a ~~chairman~~ shall be selected in the manner a chairman is selected under the Arbitration provisions of ~~this~~ Agreement.

17:8 The Company undertakes to develop an appropriate in-Plant Training ~~Program~~ for eligible employees who are designated by ~~the~~ Joint Planning Committee as requiring ~~training~~ in order to equip them to ~~perform~~ adequately in new and/or changed ~~jobs~~ to which they are ~~to be~~ assigned.

ARTICLE XVIII BENEFIT PLANS

18:1 ~~The~~ Employees will pay their own LTD. The Company will deduct monthly, from each employees cheque, the LTD portion, which the Company will remit to the Group Insurance company on behalf of the employees.

X

18:2 The current pension plan and LTD Insurance coverage will be discontinued. The Company will pay an RRSP Contribution equivalent to \$60.00/month per employee. Effective May 1, 2000 \$62.00; May 1, 2002 \$65.00. The employees will pay their own LTD. This will replace the current pension plan. **The** Company will continue to provide the same group insurance coverage equivalent to the Great West Plan which was in place March 31, 1995. The employees will receive the tax benefit from the RRSP contributions according to current Taxation Canada rules and regulations.

18:3 An employee who retires early will receive payments of a pension bridge supplement if he retires at or after age 62 and has at least 30 years of service. The amount of the bridge payment will be \$10.50 per month for each year of his service. This bridge payment ceases upon the employee attaining age 65.

ARTICLE XIX
TERMINATION AND RENEWAL

19:1 This Agreement, including all appendices thereto, shall take effect and be binding from the first day of May 1999, until the thirtieth day of April 2003 unless altered or amended by mutual consent of the parties hereto, provided that either party may give notice of intention to amend or terminate this Agreement by giving the other party such notice in writing at any time within the period of not more than sixty (60) days nor less than thirty (30) days next preceding the expiry date of this Agreement, or preceding the date of expiry of any extended term thereof mutually agreed upon by the parties hereto.

19:2 If such request is made the Union will appoint or otherwise select a negotiating committee consisting of not more than eight (8) members, seven (7) of whom shall be employees of the Company with a least one years' seniority. Within ten (10) days following receipt of such notification or such additional time as may be mutually agreed upon, the representatives of the parties hereto shall meet and commence negotiations.

19:3 All negotiation meetings shall be called at a mutually agreed time. The Company **a p e s** to pay at straight time its employees who are members of the Negotiating **Committee** for time spent at meetings called by **Management**.

Idl
NL

SCHEDULE 'A' WAGE SCHEDULE

Grade & Classification	May 1/1999	May 1/2000	May 1/2001	May 1/2002
1. Labour* Janitor*	11.38	11.61	11.84	12.14
2. Shell Sand Shakeout* Gaggerman*	11.61	11.84	12.08	12.38
3. Pattern Shop Utility Man Scrapcutter Casting Conditioner* Break Off Press*	11.85	12.09	12.33	12.64
4. Furnace Helper	12.07	12.31	12.56	12.87
5. Towmotor Operator** Sand Muller Operator Shotblast Operator Sand Reclaimer Operator Swing Grinder/Cutoff Moulding Utility Man Night Sand*	12.32	12.57	12.82	13.14
6. Crane Operator - Outside Shank Ladle Purer Shell Moulding Machine Operator	12.54	12.79	13.05	13.38
7. Press Operator Assistant Shipper Pattern Storage Fitter Grinder Inspector I (High Volume Items)	12.78	13.04	13.30	13.63

8. Crane Operators - (Grades 2 & 3) Arcair Operator	13.02	13.28	13.55	13.89
9. Casting Cutting & Hot cleaning Inspector II (High Volume Items) Maintenance Greaseman	13.25	13.52	13.79	14.13
10. Machine Grinder Sand Lab Technician Trackwork Assembler Annealing Oven operator	13.49	13.76	14.04	14.39
11. Crane Operator - Grade 1 Ladleman	13.72	13.99	14.27	14.63
12. Moulder	13.96	14.24	14.52	14.88
13. Welder	14.20	14.48	14.77	15.14
14.	14.42	14.71	15.00	15.38
15. Melter Patternmaker certified Welder***	14.66	14.95	15.25	15.63
16.	14.89	15.19	15.49	15.88
17. Maintenance Mechanic Melter Leadhand/Spectro Operator	15.13	15.43	15.74	16.13
18. Industrial Mechanic (Millwright)** Maintenance Plumber	15.37	15.68	15.99	16.39
19. Maintenance Electrician**	15.62	15.93	16.25	16.66

20.	15.84	16.16	16.48	16.89
21.	16.08	16.40	16.73	17.15
22.	16.33	16.66	16.99	17.41
23.	16.58	16.91	17.25	17.68
24.	16.83	17.17	17.51	17.95
25.	17.08	17.42	17.77	18.21

- * Refer to Sections 7:2, 7:4 and 7:6
- ** Must possess Manitoba certification
- *** Must pass Company administered tests.

Leadhand carries **two** job grades above the highest rate he leads.

Probation- While completing their 50 day new employee probationary period, probational employees will be paid at a rate of 10 cents per hour less than the rate of the job performed to a minimum of the Labour rate.

DATED at Selkirk, Manitoba, this 10th day of June, 1999,
to be made effective May 1, 1999.

IN WITNESS WHEREOF the parties hereto have executed
this Agreement.

Selkirk Plant
Amsco Cast Products (Canada) Inc.

R.J. PTASHNIK
J.D. OLAFSON
D.W. GOWRYLUK
M.L. COX

United Steelworkers of America
And its Local 8407

D. UHRYN
B. AVISON
J. BOYCE
S. CANDLER
T. GROSS
S. LOANE
D. WARD
B. HUNT - International Representative

LETTERS OF UNDERSTANDING

Effective with the collective agreement, these letters **will be considered to express the mutual intent and agreement** of the Company and the Union with regard to -

Interpretation of Phrase "Permanent Basis"

1. **This** letter applies only to the phrase "permanent basis" found in Section 7:4(c) of **this** Agreement.
2. "Permanent basis" for a posted job **shall** be defined as 60 days worked on any **one** job posting.
3. If an employee **drops his posting** within his 60-day trial **period**, he will not be considered as holding that **job** on a permanent basis as defined in this letter of understanding.

Dental Plan

1. The present fee schedule will be upgraded each year to coincide with Manitoba Dental Association & Manitoba Dental Mechanics Association, the then current fee schedule implemented **as soon as** the new fee schedule is **known**, without additional charge to bargaining **unit** employees.

Melting Department Line of Progression

1. A line of progression shall **be** implemented in the Melting Department beginning with a Ladleman, progressing **to** a Melter and progressing **to** a Melter Leadhand/Spectro Operator.

2. For the purpose of computing the Journeyman Ladleman Seniority of a Melter, the following will **apply**:
 - (a) All time **served** as a Melter and/or Ladleman after May 1, 1981.
 - (b) Such **Ladleman** Journeyman Seniority as **has** been credited **to him** prior to May 1, 1981.

Mechanic Apprenticeship **Programs**

1. ^{7e} Two Apprenticeship **Programs** will be operational in the **Mechanic trades** -
 - (a) A four **year** apprenticeship program in accordance with Manitoba Vocational Training requirements will lead to the classification of Industrial Mechanic (Millwright).
 - (b) A four year apprenticeship program of in plant **training** and will lead to the classification of Maintenance Mechanic.
2. Entry into either Apprenticeship Program shall begin with the Maintenance Mechanic Apprenticeship **Program**. After one year of time worked under the Maintenance Mechanic Apprenticeship Program, an apprentice may transfer into the Industrial Mechanic (Millwright) Apprenticeship Program upon advice to the Company and provided he can satisfy the entry requirements. Any time to be credited against the term of Industrial Mechanic (Millwright) Apprenticeship **Program** because of related training or experience **shall** be determined by the Provincial Apprenticeship Department.

3. **An** apprentice entering the Industrial Mechanic (Millwright) Apprenticeship Program shall continue to be paid the wage rate he earned as a Maintenance Mechanic Apprentice until such time as the Industrial Mechanic (Millwright) Apprentice wage rate is higher and thereafter wages in accordance with the Industrial Mechanic (Millwright) Apprentice wage steps.
4. **An** Industrial Mechanic (Millwright) Apprentice may voluntarily transfer back to the Maintenance Mechanic Apprenticeship Program. Time spent in the Industrial Mechanic (Millwright) Apprenticeship Program will be credited against the term of the Maintenance Mechanic Apprenticeship Program. The transferred apprentice shall continue to be paid the wage rate he earned as an Industrial Mechanic (Millwright) Apprentice until such time as the Maintenance Mechanic wage rate is higher and thereafter wages in accordance with the Maintenance Mechanic Apprentice wage steps. However, under no circumstances shall this **wage rate be higher than the wage rate indicated for Job Grade 17.**
5. **An** apprentice enrolled in either of the Apprenticeship Programs who fails to demonstrate acceptable progress will be removed from both Apprenticeship Programs. He will be permitted to exercise plant seniority as if laid off, to transfer to another job other than these two mechanic trades apprenticeships.
6. An employee wishing to re-enter the Industrial Mechanic (Millwright) Apprenticeship Program may do so only at the discretion of management.

7. Except **as** specifically mentioned above, all other provisions of Article VIII are unaffected by **this** letter and remain in force and effect.

Severance Pay

NOG A

If and when in the opinion of the Company, it becomes necessary to permanently close the plant or one or more departments **of** the plant and to **terminate** the employees affected **by** such permanent closing, employees who are terminated either directly or indirectly **as** a result of the closing will be eligible for a severance allowance of sixteen **(16)** hours straight-time pay for each complete year of service up **to** a maximum of 10 years **(160)** hours).

- A.** The employees must have one or more years of continuous service as **of** the date of closing.
- B.** The employee **remains** with the Company until released by the Company.

Certified Welder Tests

As per past practice and subject to **the** provisions of ASTM **A488** and/or Customer requirements, **both** parties agree that:

- 1) **A** Journeyman Welder will **be** allowed to take **his** initial qualification test upon request.
- 2) **A** welder **taking** the qualification test will be supplied with six test pieces. **This** is enough to complete three test samples. One of these samples at the Welder's discretion, will be used as the test coupon and turned in to **his** Foreman as such.

Should **this** test coupon fail, the Welder will, upon his request, be given an immediate retest. For the retest the Welder will be supplied four test pieces. This is enough for two test samples, both of which must be submitted and both on which must pass.

Should either of these test samples fail, the Welder will not be entitled to a retest until the expiration of three months. **This** retest will follow the procedure outlined above. In the event that **this** retest is not successful, the Welder would have to show evidence of upgrading at an accredited educational facility prior to any additional retests.

- 3) Once it has been determined that the required sample(s) have passed, the Welder concerned shall receive the Certified Welder Rate retroactive to the date he submitted the samples to his Foreman. **This** rate will apply as long as his Certified Welder Status remains.
- 4) All test coupons and results shall be kept for a period of fifteen days from the date on which the Welder was advised of the results. Upon request, the above shall be made available to the Union.
- 5) All Welding tests will be taken during regular working hours.

Job Postings

Vacancies do not require job postings if they occur within one month since the job was last posted. These vacancies will be filled by the other qualified applicants to the job posting in descending order of seniority. However, when an employee is removed by management from a posted job within **this** one-month time period, this vacancy shall be posted. *10/1*

Fitter Grinders

All grinders must be able to grind to a straight edge. They may also be required to use some form of gauge even **working on the stationary grinders, but these are considered rough tolerances plus or minus 1/16" or even plus or minus 1/8"**.

All fitter grinders: must apply on a fitter grinder posting.

Then they are further trained to work on the tighter tolerances as required by drawing or specific instructions from some customer.

They will be required to grind to straight edges, various gauges and to masters as in the use of fitting teeth and adapters, **shrouds**, etc.

These fitter grinders are generally trained to fit one specific type casting; if that run of castings is completed they would then be trained on another type. **This is done so** the plant can verify that we are shipping an integrity casting without Quality Control Inspector checking every casting through Shipping. He should only have to spot check castings verified by the fact that they had been done by a competent fitter grinder who had applied on a posting and had trained and must take responsibility for the work he puts out.

Job Training Periods

This letter will express the mutual intent and agreement of the parties in determining training **periods** for posted **jobs** as referred to in Section 7:2.

The following **jobs** require a training **period** of one month or more for each **job**

Maintenance Greaseman
Furnace Helper
Fitter Grinder
Inspector (High Volume)
Crane Operator - Outside
Press Operators
Assistant Shipper
Pattern Storage
Crane Operators - Grade 2/3
Arc Air Operator
Trackwork Assembler
Casting Cutting & Hot Cleaning
Sand Reclaimer Operator
Sand Muller Operator
Shell Moulding Machine Operator
Annealing Oven Operator
Sand Lab Technician
Machine Grinders
Crane Operators - Grade 1
Ladleman
Moulder
Welder
Melter
Patternmaker
Maintenance Mechanic

Certified Welder
Ind. Mechanic (Millwright)
Maintenance Electrician
Melter Leadhand/Spectro Operator
Maintenance Plumber

The other jobs listed in the agreement, which are not shown above, require a training period of less than one month.

LETTER OF INTENT - April 1995

Item A)

This agreement is based on the seniority list tabled to the Union in negotiations on February 2, 1995 and subsequently updated April 1, 1995.

Item B)

Leadhand Melter/Spectro Operator and Inspector (High Volume Items) letters explaining the history of these understandings are filed under reference numbers **040695-01** and **040695-02**.

LETTER OF INTENT - April 1999

- 1) Effective March 1/97, the wages to be paid to certain maintenance mechanics were grandfathered to J.C. 18.
- 2) **This** wage will apply **only** to the following employees: Larry Scramstad and Helmut Dittman. Any other maintenance mechanic currently on the payroll **or** hired in the **future** will be paid at the wage indicated for Job Class 17.
- 3) This special wage rate will be paid to each of the aforementioned named employees as long as he is continuously employed at Amsco Selkirk Plant as a maintenance mechanic.
- 4) **This** special wage **rate shall** not give cause for any other adjustments to wage **rates** of other employees.

SPARES

The provisions for **spares** were deleted from **this** agreement May 1, 1999. At that time, each incumbent spare **was given the choice of continuing as a spare or of dropping** the spare posting. These choices were to be exercised by May 31, 1999.

The provisions for **spares** contained in the agreement April 1, 1995 will continue in force and effect for those employees who decided to continue as a spare.

EARLY REPORTING

If an employee leaves the premises and is called to report ahead of his next scheduled shift:

- a) **On** the first shift of the week he would be paid time and one half for the hours worked ahead of **his**

scheduled starting time. (Normally eight (8) hours at time and one half or four (4) hours overtime.). If he happened to work the shift he was called in early for as well as his scheduled shift, then the normal overtime hours would apply. (Normally sixteen (16) hours - two (2) hours at time and one half and six (6) hours at double time or seven (7) hours overtime.)

907
D=2

- b) Not on the first shift of the week he would be paid usually within a 24 hour period because the overtime applying to the preceding day is greater. (Normally eight (8) hours - two (2) hours at time and one half and six (6) hours at double time or seven (7) hours overtime.)

LONG TERM DISABILITY/BENEFIT PACKAGE

The Company agrees to work with the Union - its Benefit Committee in particular, in pursuit of a more economical LTD/Benefit Package.

As this may take some time, the Company and Union agree to work closely to expedite the process. In this manner the Plan experience, past and future will be shared with the Union Committee. This sharing of information will include whatever verifying statements the Insurance Company supplies to the Company.

Also as a result of the recent confusion centering around the LTD benefit the Union and Company agree to use a broker in securing a plan, and providing information and advice to the Company and Union.

The terms and conditions contained in these letters will remain in force and effect until the expiry date of the current collective agreement or at an earlier date if revoked by mutual agreement of the parties hereto.

60