

**Collective Agreement**

between

**DYNACAST LTD.**

hereinafter referred to as the Company

and

**THE INDEPENDENT UNION OF PRECISION  
DIECASTERS**

hereinafter referred to as the Union

July 11, 2011 to March 29, 2014

10962(05)

## TABLE OF CONTENTS

ARTICLE I • PURPOSE.....	1
ARTICLE II • RECOGNITION.....	1
ARTICLE III • MANAGEMENT RIGHTS.....	2
ARTICLE IV • UNION MEMBERSHIP/REPRESENTATION:.....	2
4.02 Union Dues.....	3
4.03 Union Activity.....	3
4.04 Union Representation.....	4
4.05 Safety Committee.....	6
4.06 Union Leave.....	6
4.07 Union Meetings.....	7
ARTICLE V – JOINT LABOUR-MANAGEMENT COMMITTEE.....	8
ARTICLE VI – NOSTRIKES, NO LOCKOUTS.....	11
ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURE.....	11
7.02 Complaints.....	12
7.03 Grievances– Step 1.....	12
7.05 Policy Grievance.....	13
7.06 Discharge Grievances.....	14
7.12 Payroll/Layoff/Recall Grievances.....	15
7.13 Arbitration.....	16
7.14 Arbitrator's Jurisdiction.....	17
ARTICLE VIII – DISCIPLINARY REPORTS.....	17
ARTICLE IX – REVIEW OF PERSONNEL FILES.....	17
ARTICLE X – SENIORITY.....	18
10.02 Seniority Lists.....	18
10.03 Probation.....	18
10.04 Same Day Hire.....	19
10.05 Super Seniority.....	19

10.06 Loss of Seniority.....	20
ARTICLE XI – JOB POSTINGS.....	21
ARTICLE XII – BARGAINING UNIT WORK.....	23
ARTICLE XIII – TEMPORARY TRANSFERS/POSITIONS .....	23
ARTICLE XIV – LAYOFF AND RECALL.....	25
14.02 Bumping Rights - Permanent Layoff.....	26
14.03 Recall.....	26
14.04 Retention of Rights .....	27
ARTICLE XV – HOURS OF WORK, OVERTIME AND BREAKS .....	27
15.01 The Standard <b>Work</b> Week.....	27
15.02 Hours of Work.....	28
15.07 Overtime Treatment.....	30
15.08 Termination of Shift.....	30
15.09 Coffee Breaks .....	30
15.10 Recording Hours <b>of</b> Work.....	31
15.11 Absence from Work.....	32
15.12 Overtime Meal breaks.....	32
15.13 Overtime Meal Allowance for Short Notice .....	32
ARTICLE XVI –PAID HOLIDAYS.....	33
16.02 Christmas Holiday Plan.....	33
16.05 Rescheduling Paid Holidays.....	34
ARTICLE XVII – VACATIONS. VACATION PAY .....	34
17.01 Vacation <b>Leave</b> .....	34
17.02 Vacation <b>Pay</b> .....	35
17.03 Governing <b>Conditions for</b> Vacation Entitlement.....	36
17.04 Scheduling <b>of</b> Vacation Leave.....	36
ARTICLE XVIII – LEAVES OF ABSENCE.....	38
18.01 Discretionary Leave.....	38
18.02 <b>Jury</b> Duty .....	39

18.03 Veteran's Parade.....	39
18.04 Bereavement Leave.....	39
18.05 Community Service Leave.....	40
18.06 Family Leave.....	41
ARTICLE XIX - PERSONAL SAFETY EQUIPMENT.....	41
19.01 Safety Glasses and Hearing Protection.....	41
ARTICLE XX - WAGES AND PREMIUMS .....	43
20.01 Pay Period.....	43
20.02 Shift Premium.....	44
20.03 Call-In/Call-Back Pay.....	44
20.04 Wage Adjustment .....	45
20.05 Leader Premium .....	51
20.06 Method of Payment.....	51
ARTICLE XXI - GENERAL PROVISIONS.....	52
21.01 Company Tool <b>Loan</b> Plan.....	52
21.02 Personal Purchases.....	52
21.03 Qualified Employee - Definition.....	53
21.04 Group Leader - Responsibilities .....	53
21.05 Lead Tradesperson/Lead Hand - Responsibilities .....	54
21.06 Labour Reporting.....	55
ARTICLE XXII - DURATION AND RENEWAL OF AGREEMENT ....	55
ARTICLE XXIII - RRSP .....	55
APPENDIX III - DEFINITIONS .....	57
APPENDIX IV - CONTINUOUS OPERATIONS SCHEDULE.....	59
Letter of Understanding No. 1.....	60
Letter of Understanding No. 2.....	62

## **ARTICLE I - PURPOSE**

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees; to establish and maintain satisfactory benefits, working conditions, hours of work and rates of pay; and to record the procedure for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

1.02 Recognizing the common dependence of the Company and of its employees upon the success of the business as a whole, the Parties to this Agreement support the mutual objective of increased productivity and efficiency, and jointly promote the goodwill between the Parties that is necessary to the achievement of this objective.

## **ARTICLE II - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all production, technical and clerical employees of the Company at **all** present locations in the Greater Peterborough Area, in the Province of Ontario save and except supervisor and all persons above the rank of supervisor and those excluded from the bargaining unit. The following positions are excluded from the bargaining unit: all Human Resources positions, all Sales and Marketing positions, all Accounting Finance and Administrative positions, all Information Technology positions, all Schedulers and Planners, all Engineering and Development positions including

Designers, all Service Technicians, Apprentices and persons employed for not more than twenty-four (24) hours per week and students employed during summer vacation or co-op students.

### **ARTICLE III - MANAGEMENT RIGHTS**

3.01 The Union recognizes that it is the function of the Company to operate and manage its business in accordance with its obligations and in pursuance of its policies. The Company agrees that these functions will be exercised in a manner consistent with the terms of this Agreement.

3.02 Without limitation, the Union further recognizes that it is the function of the Company to hire, classify, promote, demote, assess employee performance, transfer any employee, or to discipline, or discharge any employee, with seniority rights, with just cause; and to increase and decrease working forces in a manner consistent with the terms of the Agreement.

### **ARTICLE IV - UNION MEMBERSHIP/REPRESENTATION**

4.01 An employee covered by this Agreement is entitled to a Union representation during any meeting with the Company. By virtue of her/his right to representation an employee covered by this Agreement shall have dues deducted as a condition of employment.

Any new union member shall be entitled to thirty (30) minutes with his/her Union representative during the orientation process. Union representation time shall be charged back to the Union, pursuant to Article 4.03 ii) for all time taken under this provision.

#### 4.02 Union Dues

During the life of this Agreement the Company will deduct dues and other assignments as laid down by the Constitution and Bylaws of the Union in accordance with established practice.

Dues will be deducted from all bargaining unit employees from the first day of employment in a bargaining unit position.

It is agreed that the Union will save the Company harmless from any and all claims, which may be made against it by an employee for amounts deducted from wages as herein provided.

#### 4.03 Union Activity

- i) The Union agrees that there will be no Union activity other than that which is necessary for the administration of this Agreement and no meetings on Company premises except with the permission of the Company. There shall be no discrimination or intimidation by the Company against any employee because of her/his membership or proper activity in the Union. There shall be

no discrimination or intimidation by the Union against any employee of Dynacast Ltd.

- ii) Any meetings called by the Company with the Union, the Company shall cover the costs for the Company and Union Representatives.

Any meetings called by the Union with the Company, the Union shall cover the cost for the Union Executive/Representative time. Such time, taken during working hours and captured on an attendance report form, shall be authorized and charged back to the Union on a monthly basis including a twenty-five percent (25 %) charge to cover benefits costs and administration.

#### 4.04 Union Representation

The Company acknowledges the right of the Union to appoint or otherwise select a Company-wide committee which the Company will recognize. All Union representatives shall be selected from among employees who have completed their probationary period, have seniority with the Company and are full-time employees of the Company.

The Union agrees to limit representatives to a number, which will provide for adequate representation for all employees covered by this Agreement. An up-to-date list of all committee members will be provided to the Company by the Union.



The Company is under no obligation to recognize or grant leave to an individual until formally notified in writing by the Union President of the status of the employee claiming to be a Union Representative.

The Company and the Union agree to undertake to provide training to their respective representatives to ensure cooperation in the administration by both Parties of the terms and conditions of this Agreement.

The Company agrees that to ensure proper and expeditious attention to Union/Company business, Union Representatives will be granted leave without loss of pay under the following conditions:

- i) Such business must be between the Union and the Company.
- ii) The Union Representative shall obtain prior approval of the supervisor concerned before leaving work to attend. The Union Representative shall also notify the Supervisor of the department where he/she is to conduct union business.
- iii) Approval for absence for Union Representatives will be documented on the current system including the reason for the absence.
- iv) Time lost from work for such purpose will not be included in calculations of total lost time.

- v) Company will cover the labour cost of collective bargaining to a maximum of twelve (12) working days.

#### 4.05 Occupational Health and Safety Committee

There shall be an Occupational Health & Safety Committee consisting of two co-chairpersons, one being a representative of management and one representing the workers. The committee shall have equal representation from Managers/ Supervisors and workers.

#### 4.06 Union Leave

Union Representatives chosen by the Union will be given up to three (3) days leave of absence per year (non-cumulative) for the purpose of attending special conferences and seminars. Such arrangements will be limited to a maximum of three (3) employees at any one time. It is understood that such absences will be requested as far in advance as possible and will be granted on the basis that the absence of such employees will not unreasonably affect the operations of the Company. Union representatives working on continuous shift operations may have, at the discretion of the supervisor, the leave extended to accommodate the need for travel. The Company will respond to all time/date validated requests within ten (10) working days of the event, or the request will be deemed granted.

Time lost from work for the purpose of attending Union-

sponsored conferences and seminars will not be included in calculations of the total lost time.

The Company will invoice the Union monthly for the cost incurred by such conferences and seminars, pursuant to Article 4.03 ii), for all time taken under this provision.

#### 4.07 Union Meetings

The Union Executive will be excused from their regular Company duties and responsibilities to meet in the Union office each Wednesday afternoon from **2.30 p.m.** to **4.30 p.m.** for the purpose of attending to necessary Union business. This Article is restricted to a maximum of three (3) Union Executives described in the Union Constitution at the time of ratification of this Agreement.

If required, the Union Secretary may be excused from his/her Company duties, for an additional two (2) hours per week for the purpose of attending to Union business, with the approval of the Employee's Supervisor.

All Union Stewards may be excused from their regular Company duties and responsibilities with the approval of the supervisor to meet in the Union office on the first Wednesday of each month from **3:30 p.m.** to **4:30 p.m.**

All Union meetings, including those for the purpose of grievance preparation requested by a Union Representative,

must have prior approval of the employee's supervisor. Approval for absence for Union business will be documented on the current system including the reason for the absence for Union business.

The Company reserves the right to review and to limit such time if it determines that the time so taken to be excessive, or if there is an abuse of privilege.

Time lost from work for Union business will not be included in calculations of total lost time.

The Company will invoice the Union monthly for the cost incurred by such meetings, pursuant to Article 4.03 ii), for all time taken under this provision.

## **ARTICLE V JOINT LABOUR-MANAGEMENT COMMITTEE**

5.01 The Parties have established a Joint Labour-Management Committee (JL-MC) for the general purpose of discussing matters of mutual concern in the workplace and for making recommendations to management, as well as for the specific purposes detailed herein.

5.02 The JL-MC shall have no jurisdiction to consider matters, which are the subject of a grievance.

**5.03** The JL-MC shall be comprised of the Union President plus two (2) Vice Presidents, and an equal number of Management representatives. The JL-MC may from time to time be expanded by up to two (2) members at the request of the one Party or the other to meet specific needs of the agenda items to be discussed. One (1) representative from Management shall act as chair. The Chair shall be responsible to prepare and circulate an agenda at least two (2) working days in advance of each meeting.

**5.04** The JL-MC shall meet on a quarterly basis, or at such more frequent intervals as the JL-MC may consider to be reasonably necessary. The Chair for each meeting shall be responsible to produce minutes of each meeting within ten (10) working days of the meeting, clearly listing the recommendations of each meeting, as well as items tabled for further discussion.

**5.05** Further to, and without limitation of, the general purpose described in 5.01 above, the JL-MC may make recommendations to management concerning:

- i) The JL-MC will have responsibility for considering practical means to reduce costs, increase efficiency and improve productivity. The Company and the Union agree that continuous improvement in all of these areas is essential in order for the business to succeed and for the bargaining unit to maintain employment.

- ii) The JL-MC will be responsible to evaluate new and revised jobs and to also ensure their joint responsibilities under provincial pay equity legislation are met on behalf of employees covered by this Agreement. Their responsibility will be to resolve issues through job evaluation appeal process. All new job descriptions will be evaluated prior to being posted as open positions. Any significant change to a job description will be evaluated and reviewed by the JL-MC prior to the change taking effect.
- iii) In the light of mutual recognition by the Parties that technological change is necessary for competitive reasons, the JL-MC shall consider, and make recommendation on all aspects of technological change, with respect to training programs for affected employees.
- iv) In the light of the mutual recognition by the Parties that continuing education and training benefits both the Company and participating employees, the JL-MC shall consider, and review significant in-house training programs which affect bargaining unit employees.

5.06 The JL-MC may make recommendations to management concerning:

- i) Consideration of, and making recommendations on, all aspects of the Company's apprenticeship programs, as per agreement between the Parties.

5.07 All deliberations, recommendations, minutes and agendas, as well as all discussions at the JL-MC shall be without prejudice or precedent to any position taken by either party in a matter referred to litigation, whether under this collective agreement or before any court, or administrative tribunal or body and neither party shall make any reference to, nor call any evidence in respect of, any such deliberations, minutes, agendas, or discussions.

## **ARTICLE VI - NO STRIKES, NO LOCKOUTS**

6.01 During the term of this Agreement the Company agrees that there shall be no lockout. The Union agrees that there shall be no strikes, slowdowns or other stoppage of, or interference with work.

## **ARTICLE VII GRIEVANCE AND ARBITRATION PROCEDURE**

### **7.01**

- i) The parties intend that this Agreement provides for the expedient and efficient resolution of grievances.
- ii) A “grievance” is defined as a complaint or difference between the parties arising from the interpretation, application, or alleged violation of any provision of this Agreement but shall not include any complaint or difference concerning the release, suspension, or dismissal, of any probation employee during the probationary period.

## 7.02 Complaints

An employee shall not have a grievance until he/she has given her/his supervisor a five (5) working day opportunity from the date on which the facts at issue first arouse, to adjust the condition causing the complaint before lodging a formal grievance. During the complaint stage the employee may have the assistance of a Union steward.

## 7.03 Grievances – Step 1

- i) Should a complaint not be adequately resolved under the informal procedure described in Article 7.02, or in the event of a Grievance as described in the following subsections: Articles 7.05, 7.06, 7.07, the Union may, within ten (10) working days of the event(s) giving rise to the complaint first occurring, file a formal grievance in writing with the Human Resources department. The formal written grievance shall contain an outline of the material facts giving rise to the grievance, the provision(s) of the collective agreement alleged to have been breached and the remedy sought.
- ii) The Human Resources Department may convene a meeting to hear the grievance within ten (10) working days of the day on which the formal grievance was submitted. Union representation in the grievance procedure will be limited to the grievor, the grievor's steward, and Union President or his designate. The Company shall respond to the grievance in



writing within (10) working days of the date of the meeting or the date on which the formal grievance was submitted, whichever is later.

**7.04** Failing settlement under the foregoing procedure, either party may refer the matter to arbitration within fifteen (15) working days after the decision under Step 1 is given. If no referral to arbitration is made within such fifteen (15) working day period, the Grievance shall be deemed to have been abandoned.

### **7.05 Policy Grievance**

A Grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Union within ten (10) working days following the circumstances giving rise to the Grievance. A meeting shall be held with the Manager of the affected department and a representative from Human Resources, the Union President, Senior Vice-president and designated Union Vice-president, at which time the Grievance shall be discussed. Failing settlement under Step 1 within ten (10) working days, the Grievance may be referred to arbitration in accordance with Article **7.04**. However, it is expressly understood that the provisions of this Article may not be used by the Union to institute a Grievance or complaint directly affecting an employee which he/she could have instituted himself/herself and the regular Grievance Procedure shall not be thereby by-passed.

## 7.06 Discharge Grievances

When an employee is being dismissed, the Union President or Vice President will be notified prior to the dismissal notice being given to the employee.

Any Grievance involving the discharge of an employee who has successfully completed his/her probationary period shall receive priority and shall commence within ten (10) working days of the Employee being notified of his/her discharge.

7.07 The Company shall have the right to file a grievance based on a difference arising directly out of the Agreement concerning the interpretation, application, administration or alleged contravention of this Agreement. Such grievance shall be presented in writing, signed by the General Manager or his/her designee to the Union President within ten (**10**) working days following the circumstances giving rise to the grievance. A meeting shall be held with the Union President, Union Senior Vice-president, the Chief Executive Officer or his/her designee, and the Human Resources Representative, at which time the grievance shall be discussed. Failing settlement, the grievance may be referred to arbitration in accordance with Article 7.04.

7.08 **All** agreements reached under the Grievance Procedure between the representatives of the Company and the representatives of the Union shall be final and binding upon the Company, the Union and the employee(s) involved.

**7.09** It is agreed that the time limits in this Article and Arbitration are to be considered mandatory. In the event of a failure to act within the time limits, the grievance shall be deemed to have been abandoned.

**7.10** The Company and the Union may agree, in writing, to extend the time limits for any step in the grievance procedure or for referring a matter to arbitration. The Company and the Union may also agree, in writing, to waive any step or requirement of the grievance procedure.

**7.11** Where the parties have not agreed to extend the time for a response at any step of the grievance procedure or arbitration procedure and the Company fails to reply in the time provided, the time for the Union's referral to the next step of the grievance procedure or arbitration procedure shall be counted from the date the time limit for the Company's response expired.

### **7.12 Payroll/Layoff/Recall Grievances**

Grievances involving payroll errors, layoff and recall will not be subject to the time limits in Article 7.02 and 7.03 but must be filed within twenty (20) working days of the event(s) giving rise to the grievance first occurring.

### 7.13 Arbitration

It is agreed that when all of the requirements of the Grievance Procedure have been exhausted and the grievance is not resolved to the Union Executive's satisfaction, the dispute may be referred to the arbitration stage and shall be heard before a single Arbitrator. The Union shall refer the grievance to arbitration within fifteen (15) working days from the date of receipt of the Company's response.

**If** the Union has not proposed an arbitrator or has not filed for an arbitrator with the Ministry of Labour within 60 days of its notice to refer, the grievance is deemed to be abandoned. Grievances will normally proceed to arbitration in the order in which they have been slated for arbitration. Grievances, proceeding to arbitration, will be confirmed by the Parties, in writing fifteen (15) working days prior to the hearing.

Where a grievance has been referred to arbitration, the Company shall respond within ten (10) working days, either agreeing to the Union's proposed Arbitrator or suggesting alternative Arbitrators. If the Parties cannot agree on an Arbitrator within twenty (20) working days, either Party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

#### 7.14 Arbitrator's Jurisdiction

The Arbitrator shall not have jurisdiction to alter or change the provisions of this Agreement or substitute new provisions in lieu thereof, nor to give a decision inconsistent with the terms **or** provisions of this Agreement. The Arbitrator shall have authority to alter or amend a disciplinary penalty.

### **ARTICLE VIII – DISCIPLINARY REPORTS**

8.01 The Company shall notify an employee of a work related or disciplinary problem within fifteen **(15)** working days of the event.

8.02 Copies of all written interviews will be distributed as follows:

- i) employee,
- ii) IUPD Executive

### **ARTICLE IX – REVIEW OF PERSONNEL FILES**

9.01 Disciplinary reports in an employee's personnel file before the date of ratification will be retained for a period of two years from the date of issue.

Following ratification, the Company agrees to remove any correspondence regarding discipline from an employee's

personnel file where an employee has had twenty-four consecutive months without any further incident(s).

## **ARTICLE X – SENIORITY**

10.01 Seniority for the purposes of rights and entitlements under this Agreement shall be defined as the length of continuous service within the bargaining unit.

### 10.02 Seniority Lists

The Company agrees to electronically update the seniority lists on a quarterly basis. A copy of the seniority list will be forwarded to the President of the Union, and forwarded to the Secretary of the Union for posting on information boards.

### 10.03 Probation

An employee **shall** be regarded as on probation for the first six **(6)** months of active service. While on probation an employee may not be permitted to trade shifts with another employee without the prior approval from the supervisor.

The probationary period may be extended with the approval of the Union. The Union will not unreasonably withhold approval of a request for an extension of a probationary period.

If at any time during the probationary period it is determined that an employee is unsuitable, the employee may have her/his

employment with the Company terminated, and such termination shall be deemed not to be a “difference” between the parties and shall not be the subject of a grievance and/or arbitration.

Upon successful completion of the probationary period the employee’s Company-wide seniority will be retroactive to the date of hire.

#### 10.04 Same Day Hire

When more than one employee is hired on the same day, the employee’s clock number will determine the sequence for layoff and recall.

#### 10.05 Super Seniority

The President, Senior Vice President and Vice President shall hold super seniority and shall, therefore, be the last persons laid off from their classifications, during their term of office provided such persons have two (2) years of seniority with the Company and provided there is work available and provided they are willing and able to perform the work that is available.

### 10.06 Loss of Seniority

An employee shall lose seniority and be deemed to be terminated under the following conditions:

- i) if the employee resigns;
- ii) if the employee is discharged;
- iii) if the employee has been laid off for the lesser of twenty-four months or the length of his/her seniority;
- iv) upon retirement;
- v) if an employee fails to report in accordance with a notice of recall or within three working days after registered mailing of such notice, whichever is later, unless a reason satisfactory to the Company is given;
- vi) if an employee overstays a leave of absence or remains away from work without permission for a period of more than three consecutive working days, except for reasons satisfactory to the Company for such absence;
- vii) if the employee accepts other employment while on leave of absence without express written consent of the Company; and
- viii) if an employee utilizes a leave of absence for other than the reason for which the leave of absence is given originally.



## **ARTICLE XI – JOB POSTINGS**

11.01 Where a full-time vacancy exists the vacancy shall be filled through a job posting. The job posting will include an outline of the duties and responsibilities of the position, the skills and abilities required to perform the job, the trial period, the occupational classification and pay level predetermined for the position. Job vacancies will be posted for a period of five (5) working days.

11.02 When filling a job posting, the position will be awarded to the employee who meets the basic requirement of a Qualified Employee as defined in Article 21.03 and who in the opinion of the Company, has the greater skill, ability and aptitude. In circumstances where the Company concludes that two employees are relatively equal in their skill, ability and/or aptitude the more senior applicant will be awarded the position.

11.03 In the event that there is no qualified applicant on a job posting, the Company may repost the job as a training position or hire from outside the bargaining unit. The posting for a training position will specify, in addition to a standard job posting, the training period and rate of pay for training.

11.04 When the Company has employees on notice or on layoff who have recall rights, consideration of those employee's skills and abilities will be made prior to the posting of any open positions. Should an employee either on notice or layoff who has recall rights and possess the skills and abilities to perform

the job, s/he will be given equal consideration for the open position.

**11.05** When an employee is on an approved leave of absence, or vacation, and an open-full time position is posted, that employee will have the right to apply for the posted position by the second day of return from the approved leave of absence only in the event that no one has been selected for the posted position.

**11.06** When an employee bids successfully on a posted position and, following a minimum period of ten **(10)** working days to a maximum of seventy-five (75) worked days, if it is subsequently determined by the company, after discussion with the employee, that he/she cannot satisfactorily perform the requirements of the job, that employee will be granted the rights and entitlements of Article XIV under this Agreement with the exception of the right to bump. The Company in consultation with the Union will make a reasonable effort to find alternative employment for the employee within the Company.

**11.07** The Company will forward to the Union Executive all job posting notices.

**11.08** An employee who accepts a position within the same pay level shall not be eligible to apply for another posted vacancy for a period of six **(6)** months.

## **ARTICLE XII – BARGAINING UNIT WORK**

12.01 If jobs are located at the Peterborough Plant non-bargaining unit employees of the Company will not perform bargaining unit work normally done by bargaining unit employees, except for the purpose of training, process development, performing work due to the absence of a Qualified Employee, or in circumstances where the involvement of a non-bargaining unit employee is necessary to meet unexpected customer requirements. Whenever practical, the Company will advise the Union of such instances prior to their occurrence.

12.02 The Company reserves the right to subcontract any aspect of its business upon notice to the Union.

## **ARTICLE XIII TEMPORARY TRANSFERS/POSITIONS**

13.01 Temporary transfer shall mean a transfer of an employee by the Company to another or the same occupational classification, which is not expected to exceed a total of one hundred and twenty (120) working days.

At the end of the one hundred and twenty (120) working days the temporary transfer ends or the position is posted as a permanent position under Article XI.

The Company will forward to the Union Executive copies of all temporary transfers which are of one week or more in duration.

13.02 The Company may, in its discretion, engage temporary workers to meet the requirements of its business.

In the event the Company engages employees of a temporary agency, to perform bargaining unit work, the Company agrees to pay an amount in respect of Union dues on a monthly basis in accordance with a mutually agreed formula it being understood, however, that such temporary employees are not employees under this agreement and do not have access to the rights and privileges of this agreement.

13.03 Such temporary employees will not perform bargaining unit work for a period in excess of one hundred and twenty (120) working days, unless there is a written Agreement with the Union for a longer period of temporary work. The Company **will** provide the Union, in writing, with the start date and position of all temporary employees on a monthly basis.

13.04 First consideration for temporary positions within the bargaining unit will be given to employees on notice or on layoff who have expressed an interest in temporary assignments on the basis of the required skill and ability. Second consideration will be given to employees in other departments who have expressed interest in temporary transfers on the basis of the required skill and ability, availability and seniority.

Third consideration will be given to any non-bargaining unit person who has the required skill and ability to meet the requirements of the position.

13.05 Non-bargaining unit persons performing temporary bargaining unit work will be required to work regularly scheduled hours.

13.06 Employees on modified work for non-work related injuries will retain their current rate for a period not to exceed two (2) calendar weeks. After this period, their rate of pay will be adjusted for the modified position they occupy.

#### **ARTICLE XIV – LAYOFF AND RECALL**

14.01 When it becomes necessary to decrease the workforce, temporary employees will first be terminated, and then probationary employees will be laid off. If further layoffs are necessary, the Company will determine the order of layoff having regard to the definition of a Qualified Employee in Article 21.03 and the Company's assessment of skill, ability, aptitude or demonstrated effort of the employees in the classification(s) and department(s) affected by the workforce reduction. Seniority within the classification(s) and department(s) will be considered where the Company determines that the above factors are relatively equal as between two or more employees.

#### 14.02 Bumping Rights – Permanent Layoff

**An** employee who is laid off may exercise his/her seniority to bump within his/her classification into another classification provided that the Company is satisfied that the employee is a Qualified Employee as defined in Article 21.03 and further that the employee possesses greater skill, ability, aptitude and has demonstrated greater effort than the incumbent in the position.

#### 14.03 Recall

When the Company decides to recall employees from layoff, the Company will determine the order of recall having regard to factors set out in the definition of a Qualified Employee in Article 21.03 and based on the Company's assessment of skill, ability, aptitude or demonstrated effort. Seniority within the classification and department will be considered where the Company determines that the above factors are relatively equal as between two or more employees. Employees who are recalled to a classification other than their own, may decline the recall if the recall position is more than two classifications below their home or away position.

The Company will provide the Union President with a list of employees affected by a layoff or recall.

#### 14.04 Retention of Rights

An employee will retain her/his recall rights to her/his home position. The duration of recall rights will be determined by the length of continuous service, at the date of layoff/displacement, to a maximum of twenty-four (24) months from the date of layoff/displacement. When recall rights expire for displaced employees, the away position which they occupy becomes their home position.

### **ARTICLE XV**

#### **HOURS OF WORK, OVERTIME AND BREAKS**

##### 15.01 The Standard Work Week

The standard work week at Dynacast will be **37.5** hours or **40** hours as required, five days a week Monday through Friday, and the Company's policy is to keep overtime to a minimum. Nothing in this provision shall be a guarantee of hours. The parties acknowledge that there are circumstances in which employees may be required to work overtime.

The Company may introduce a **24/7** Continuous Operation schedule in accordance with its business needs in the casting plant. Prior to implementing the Continuous Operation schedule, the Company will ensure that all shift options have been exhausted and **24/7** will only be implemented when the workload exceeds the current machine capacity.

The Company will meet with the Union to review the business needs and inform them that the Continuous Operations will be implemented. It is understood that the implementation of continuous operations will be for legitimate business needs, and the Company will provide thirty **(30)** days notice to the Union Executive prior to its implementation. The duration of the continuous shift operations will be for a minimum of three months, barring any unforeseen emergencies.

The Company may also introduce a weekend shift. The Company will fill the weekend shift through job postings. The hours of work for the weekend shifts will be Friday to Sunday 7:00 a.m. to 7:00 p.m. Employees working the thirty-six **(36)** hour weekend shift will be paid forty (40) hours at the regular straight time rate of pay.

#### 15.02 Hours of **Work**

The Company has the right to establish such shift schedules as may be necessary to entitle the Company to operate with flexibility, efficiency and productivity. The Company will give the Union 10 working days advance notice of any changes to existing shift schedules.

15.03 The scheduled hours of work will be posted in each department.



15.04 Continuous shift workers are paid to maintain a continuous operation over all shifts worked, including a wash-up and lunch period of thirty (30) minutes, and coffee breaks.

15.05 Normally a supervisor will provide an employee with three (3) days' notice of any changes to the scheduled hours of work. An employee who is informed of a shift schedule change with less than three (3) days' notice will be paid 1.5 x her/his regular rate for the first rescheduled shift and straight time for the remaining rescheduled shifts in the same work week. Shift schedule changes with three (3) days' notice will result in premium payments only when less than the entire work week is rescheduled. An employee will be paid 1.5 x her/his regular rate for the first shift changed and straight time for all other shifts changed. It is understood that in unforeseen circumstances, the foregoing notice requirement may be abridged.

15.06 Any shift schedule change initiated at an employee's request will not result in additional premium payments. An employee requesting a shift schedule change must attempt to find an employee willing to work the shift without any additional premium payments applying. Likewise, the employee who has been identified to make the shift changes must have the requisite skill and ability to perform the tasks to be assigned during the change in shift. All shift change arrangements are subject to the approval of the department Supervisor.

### 15.07 Overtime Treatment

The current reduced work week of 37.5 hours will be maintained. All hours worked in excess of 40 hours will be paid at the rate of 1.5 times the employee's normal hourly rate.

- i) There shall be no pyramiding of premiums under this Article, or any other Article, of the collective agreement.

### 15.08 Termination of Shift

Due to the termination of a shift without notice to the employees on the shift, all employees at work will receive pay equivalent to the employee's actual hours worked prior to the termination of the shift or four (4) hours' pay, whichever is greater. The termination of a shift in progress will be at the discretion of the Plant Manager or her/his representative.

### 15.09 Coffee Breaks

For regular day time employees, nine (9) eleven minute coffee breaks are provided during each regular work week.

For regular day shift production employees, ten (10) ten minute coffee breaks are provided during each regular week.

For employees working continuous shift work, one (1) ten minute coffee break will be taken in each half shift as determined by the supervisor, preferably near the mid point of the half shift.

As a general guideline, employees scheduled to work overtime for two (2) hours or more will be given one (1) ten minute break during that time.

The company reserves the right to regulate break times.

#### 15.10 Recording Hours of Work

An employee will record her/his attendance at work for payroll purposes by using the electronic data recorders in each plant as follows:

- i) start of shift,
- ii) end of shift.

When an employee leaves the Company property (for other than Company-approved business) s/he must record both the time of leaving and returning by using the electronic data recorders.

An employee is responsible to complete fully her/his electronic clock card daily to ensure the processing of each week's pay; otherwise, an employee's pay may be delayed for one week. Note: The company and Union agree that over the lifetime of this Collective Agreement other Time Recording Methods may be piloted and introduced.

### **15.11 Absence From Work**

An employee who is absent from work must notify his/her Supervisor as soon as possible in advance of shift, but no later than one half hour prior to the start of shift, and is expected to report to his/her Supervisor on a daily basis (unless otherwise directed by their Supervisor) to indicate his/her expected date of return to work.

### **15.12 Overtime Meal Breaks**

An employee working overtime on a weekday, Saturday, Sunday or on a regularly scheduled day off, shall take an eighteen (18) minute paid meal break after each five (5) hour overtime period or may schedule, with the permission of the supervisor, the meal break at the midpoint of the overtime period provided that the overtime period does not exceed ten (10) hours in duration.

### **15.13 Overtime Meal Allowance for Short Notice**

An employee who is requested by the supervisor to work overtime prior to the completion of his/her shift for a period of overtime of at least three hours, shall be paid a meal allowance in the amount of five (5) dollars.

## **ARTICLE XVI –PAID HOLIDAYS**

16.01 The following are the individual statutory and other plant holidays that will be observed:

Christmas Day, Boxing Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving

Where Christmas Eve falls between a Tuesday and a Friday (inclusive), the floating holiday will be scheduled on that day. If Christmas falls on any other day, the floating holiday will be scheduled so as to provide a four (4) day weekend on Canada Day.

### **16.02 Christmas Holiday Plan**

The following are the holidays that will be observed during the Christmas season and collectively make up Christmas Holiday Plan:

- i) The Company will grant sufficient paid holidays each year to enable the plant to be shut down from Christmas Day to New Year's Day inclusive;
- ii) Included in this plan is provision for the Monday before Christmas to be a paid holiday when Christmas Day is on a Tuesday, and for Friday after the New Year to be a paid holiday when New Year's Day is on a Thursday;

- iii) Over a seven year period, the Christmas Plan provides for an average of 6 1/7 paid holidays during Christmas Season.

16.03 Paid Holiday and Christmas Holiday Plan payments will be made to an employee who has completed thirty (30) or more working days providing that s/he has worked the regular scheduled shift prior to and after the holiday period.

16.04 Each calendar year an average of 13 1/7 paid holidays are provided under this Article.

#### 16.05 Rescheduling Paid Holidays

An employee will be given the option of rescheduling a paid holiday day(s) when requested to work it by the Company. Election must be made prior to the holiday being worked and the date to be rescheduled to be by mutual Agreement and within the same calendar year.

### **ARTICLE XVII - VACATIONS, VACATION PAY**

#### 17.01 Vacation Leave

The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacation time is not cumulative and must be used by the end of the vacation year. Vacation Entitlement will be in accordance with Vacation Pay Percentage % scale outlined in article 17.02.

Although vacation credits are referenced in days (e.g. ten (10) days) vacation taken is calculated in hours (e.g. 8 hours, 10 hours, etc).

## 17.02 Vacation Pay

Employees are entitled to vacation and vacation pay on the following scale:

<b>Years of Service</b>	<b>Vacation Days/ credits</b>	<b>Vacation Hours/ Credits</b>	<b>Vacation Pay Percentage (on gross wages)</b>
<1*			4.0%
1	10	800	4.0%
2	10	800	4.0%
3	10	800	4.0%
4	10	800	4.0%
5	15	1200	6.0%
6	15	1200	6.0%
7	16	1280	6.4%
8	16	1280	6.4%
9	17	1360	6.8%
10	17	1360	6.8%
11	18	1440	7.2%
12	20	1600	8.0%
13+	20(max)	1600	8.0%

\*See Article 1703

On an annual basis an employee will receive vacation entitlement as paid time off based on years of service outlined in the table above. In addition, at the end of the vacation year, an additional payout or deduction or overpaid, will occur if applicable. The Vacation Payout will be calculated using the employee's vacation pay entitlement percentage on any all pay received during the vacation year for overtime, shift premiums,

and call-ins. The calculation for the vacation accrual shall include vacation paid.

### 17.03 Governing Conditions for Vacation Entitlement

Annual vacation entitlement for employees shall be allotted on the basis of the schedule in article **17.02**:

a) Employees are not entitled to vacation in their year of hire, instead all employees with less than one year of service will be paid 4% vacation pay according to the Employment Standards Act at year end.

b) Employees are entitled to two weeks' vacation in the year following hire if they have completed one full year's service by December 31" of that year. Completing one full year's service requires that the employee has not been off the payroll at any one time more than thirty (30) consecutive days, Sundays and holidays included, during the entire period while accumulating this credit for service.

c) Employees with greater than one year of service shall be subject to the Vacation entitlement and corresponding vacation pay in the schedule in Article **17.02**.

### 17.04 Scheduling of Vacation Leave



**All** vacations shall be scheduled or rescheduled based on minimum staffing levels established by the Company. Employees shall request vacation(s) as far in advance as possible.

Employees will be responsible to submit their two (2) full week vacation request by March 31<sup>st</sup> indicating their first three choices. In the event of a conflict in scheduling vacation time, seniority shall prevail. The Company will respond to a vacation request within the first fifteen (**15**) working days in April or the vacation is deemed granted.

By September 30<sup>th</sup> of each year, employees shall schedule all outstanding vacation.

The Company and the employee will ensure that all outstanding vacation entitlements are exhausted by year end. The payment of any outstanding vacation earnings up to one (1) hour will be paid to the employee at the end of December for the current calendar year (i.e. period based on vacation leave as per Clause 17.01). Vacation time not used in a vacation year shall be lost.

Because of the impact of lengthy vacations on plant operations, the granting of any period of vacation in excess of two consecutive weeks will be at the discretion of the Company.

Vacation shall be scheduled in blocks of at least one half (1/2) of a full day corresponding to the shift the employee is working.

## ARTICLE XVIII – LEAVES OF ABSENCE

### 18.01 Discretionary Leave

An employee with one (1) to four (**4**) years of service may be eligible for an unpaid leave of absence as follows:

- i) An absence may be granted at the employee's request if workload permits, and
- ii) Approval has been granted by the Department Manager, Plant Manager, and the Director of Human Resources.

An employee with five (5) or more years of service will normally be granted an unpaid leave of absence if the reasons are substantial and the work schedule permits.

Requests for a discretionary leave of absence should be made in writing by an employee to her/his supervisor as far in advance as possible to allow the supervisor time to make other arrangements if granted. The supervisor will respond in writing to the employee's request within five (5) working days.

All vacation entitlement in excess of two (**2**) weeks must be exhausted before an extended leave of absence is considered.

Employee(s) on a leave of absence will maintain their seniority for a duration **of** one month cumulative and will not contribute or accumulate pensionable earnings during the leave of absence.

### 18.02 Jury Duty

An employee who is selected for service **as** a juror or is subpoenaed as a witness before any court, and returns to work for those periods during her/his scheduled hours when not on jury or witness duty, will be paid for earnings lost due to the jury or witness duty provided that the employee pays to the Company any and all amounts received by the employee as jury duty pay.

### 18.03 Veteran's Parade

Veterans and other parade participants may **be** allowed unpaid time off, if booked at least five (5) days in advance, from 9:00 a.m. until noon on Remembrance Day

### 18.04 Bereavement Leave

**An** employee absent from work due to death and attendance at the funeral or memorial service of a spouse, son or daughter, of the employee **will** be paid bereavement pay for time lost up to a

maximum of five (5) consecutive working days, including the day of the funeral or memorial service, for each such death.

An employee absent from work due to death and attendance at the funeral or memorial service of the mother, father, brother, sister, step-parent, mother-in-law, or father-in-law of the employee will be paid bereavement for time lost up to a maximum of three (3) consecutive working days, including the day of the funeral or memorial service, for each such death.

In addition to bereavement pay provided for above, an employee who is absent from work to attend the funeral or memorial service of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, grandparents-in-law, niece and nephew of the employee will be paid funeral pay for one day.

Employees who have commenced, or are on vacation, will not be granted bereavement leave.

#### 18.05 Community Service Leave

An employee may apply, in writing, to the Company for a leave of absence to enable the employee to take part in community service programs. The written request for such leave of absence shall include the purpose and intended use of the leave as well as the dates and duration for which leave is requested.

The Company may, in its sole discretion, grant or deny any such leave request. Community Service Leave will be paid when the employee is requested to represent the Company. Community Service Leave will be unpaid for all other reasons. Time lost from **work** due to an approved Community Service Leave will not be included in calculations of total time lost under the Company's Attendance Program.

#### 18.06 Family Leave

An employee may take up to sixteen (16) hours of unpaid leave in a year for the purpose of meeting family responsibilities. Notification for Family Leave shall be made to the employee's supervisor as far in advance of the requested time as is possible. Such leave may be made up with the approval of the Company in the same day in which the leave was taken. Make up time will be for pay purposes only. Time lost up to sixteen (**16**) hours due to family responsibilities in a vacation year will not be included in calculations of total lost time under the Company's Attendance Program.

**Note:** The intent of this benefit is that it is not to be taken as a full day.

### **ARTICLE XIX – PERSONAL SAFETY EQUIPMENT**

#### 19.01 Safety Glasses and Hearing Protection

The Company will provide all employees with safety glasses and hearing protection at no cost to the employee.

19.02 Once every two (2) years the Company will pay the full cost of the initial purchase and replacement of prescription safety glasses. Frames or lenses that break or are damaged from normal wear and tear during the course of the two (2) year replacement period, will be repaired or replaced once on a 75 (Company)/25 (Employee) cost sharing basis. Employees who regularly operate grinding machines will be entitled to lens replacement on a yearly basis from the last date of purchase at no cost to the employee. The Human Resources Department or designate will issue to the employee on request an authorization form, which identifies the supplier.

19.03 An eligible employee will be able to obtain approved safety footwear including insoles up to a maximum of one hundred and fifty dollars (**\$150.00**) once each contract year at an identified supplier. An employee who works in the following departments will be eligible for the above subsidy twice in a contract year (available in one lump sum or two installments): casting operations, maintenance, finishing and blackening/painting and the truck driver.

An employee may choose to apply two (2) years subsidy once in a two year period.

Employees on notice of layoff who cannot bump or elect not to bump are not eligible for the safety shoe subsidy.

19.04 Shop coats will be provided so that they be worn to protect employees' clothes and exposed skin while assigned to work in production areas.

19.05 Hearing protection will be provided where required at no cost to the employee.

## **ARTICLE XX - WAGES AND PREMIUMS**

### **20.01 Pay Period**

The pay period begins each Sunday start-up **as** per Article XV and ends the following Sunday at 11:00 p.m. All payments will be processed by direct deposit on the fourth (4<sup>th</sup>) working day following the end of the pay period.

Effective January 2007, starting week one (1) of the Company's fiscal calendar, the pay period will switch from a weekly to a bi-weekly payroll. The pay period from this date forward (Jan. 1 to 13, 2007) will be two (2) weeks in duration and payments will be processed by direct deposit on the fourth (4<sup>th</sup>) working day following the end of the pay period. Note: The first bi-weekly pay deposit will be January 18, 2007.

In the event of Company errors or omissions to an employee's regular pay in excess of four (4) hours, a payment will be issued by the payroll department within four (4) working days.

## 20.02 Shift Premium

The afternoon and night shifts will be paid a premium of 3% and 5% respectively. In the case of overtime, the shift premium will be paid on the basic rate and not on the half time. When an employee is required to work overtime immediately following her/his regular shift, the shift premium of her/his regular shift applies. If the employee voluntarily requests to work a different shift, the shift premium will not apply, if it represents an additional cost to the Company.

## 20.03 Call-In/Call-Back Pay

If an employee is called in on emergency work without prior notice, or is called back with prior notice to report at a specific time after completing a regular shift, the employee will be paid at the overtime rate for the hours worked, but the total pay for such work will not be less than a sum equivalent to four **(4)** hours at the regular rate.



## 20.04 Wage Adjustment

Effective April 3, 2011, wage adjustments will be distributed based on Appendix I – Occupational Classifications & Top Rate Pay Levels.

The employees currently (as of the time of ratification) in the classifications of Production Worker 1, 2 and 3 and being paid at \$16.85, \$17.17 and \$19.14 respectively shall have their rates of pay red-circled with the exception of Finisher/Plater, so that they remain at those same rates of pay for the duration of this Collective Agreement and are considered secured positions. The maximum number of such secured positions of Production Worker 1 at \$16.85 shall be 6. The maximum number of such secured positions of Production Worker 2 at \$17.17 shall be 8. The maximum number of such secured positions of Production Worker 3 at \$19.14 shall be 2. *ie: (The number of secured positions in any one of the 3 classifications shall only be reduced by layoff if the position count at the new lower rate of pay for that classification is zero).* All other (i.e. non-secured positions) Production Worker 1, 2 and 3 positions shall be paid at the lower rates identified in Appendix 1 – Occupational Classifications & Top Rates of Pay and shall be subject to the general wage increases set out below

Effective July 11, 2011, the Pot Filler shall be reclassified to Production Worker 2 at \$12.34 per hour.

Effective April 3, 2011 a general increase of 2% percent will be applied to employees hourly rates except as noted above. Active employees in secured positions shall receive a 2% lump sum payment.

Effective April 1, 2012 a general increase of 2% percent will be applied to employees hourly rates except as noted above. Active employees in secured positions shall receive a 2% lump sum.

Effective March 31, 2013 a general increase of 2% percent will be applied to employees hourly rates except as noted above. Active employees in secured positions shall receive a 2% lump sum.

APPENDIX I- OCCUPATIONAL CLASSIFICATIONS& TOP RATE PAY LEVELS

Occupational Classifications	April 3 2011	April 1 2012	March 3 2013
<p><b>Skilled Trades - 1</b></p> <p>Tool and Equipment Designer</p> <p>Toolroom Inspectors</p> <p>Electrician</p> <p>CNC Machinist (1)</p> <p>Tool Room Machinist</p> <p>Millwright</p> <p>Machinist</p> <p>Fitter Machinist</p>	\$28.35	\$28.91	\$29.49
<p><b>Semi-Skilled</b></p> <p>Setup/Mnt IDC/MAG</p> <p>Setup/Mnt IMA</p> <p>Setup/Mnt Secondary</p> <p>Fitter Assembler</p> <p>CM Setup Operator</p> <p>Die Tester</p> <p>Maintenance Carpenter</p> <p>Calibration Technician</p> <p>Receiving QA</p> <p>Production Quality Insp</p> <p>Quality Alloy Inspector</p>	\$25.35	\$25.85	\$26.37
<p><b>Support Services - 2</b></p> <p>Toolroom Planner</p> <p>Production Controller</p> <p>Product Planner</p> <p>Buyer/Expeditor</p> <p>Buyer</p> <p>Renewal Parts Cust Service</p>	\$22.69	\$23.14	\$23.61

Occupational Classifications		April 3 2011	April 1 2012	March 31 2013
A/R, A/P				
<b>Production Worker - 3</b>	Casting Machine Operator Cell Op IDC/MAG	\$19.14	\$19.14	\$19.14
	Finisher	\$19.52	\$19.91	\$20.31
	Production Worker 3 - NEW Die Cleaner	\$13.36	\$13.62	\$13.90
<b>Production Worker - 2</b>	IMA Operator	\$17.17	\$17.17	\$17.17
	Tumble Operator			
	Utility Pack Hybrid Utility			
	Production Worker 2 - NEW Pot Filler	\$12.34	\$12.58	\$12.84
<b>Production Worker -</b>	General Labourer/Tapper	\$16.85	\$16.85	\$16.85
	Production Worker 1 - NEW	\$11.32	\$11.54	\$11.77

**Note:**

- During the contract duration when employees move to, 1) another position within their job Classification their hourly rate will be maintained 2) another position in another job classification their hourly rate will either increase or decrease to the new rate (depending on the type of move e.g promotion or bumping)

## **APPENDIX II – HOURLY WAGE SCHEDULE**

### **Appendix II - Hourly Wage Schedule Effective April 3, 2011**

<b>Occupational Classifications</b>	<b>Pay Level</b>		
	<b>Min</b>	<b>6 Mo.</b>	<b>12 Mo.</b>
Skilled Trades (2)	\$24.13	\$27.15	\$30.17
Skilled Trades (1)	\$22.67	\$25.51	\$28.35
Semi-Skilled	\$20.27	\$22.80	\$25.35
Support Services (2)	\$18.15	\$20.42	\$22.69
Support Services (1)	\$16.51	\$18.57	\$20.64
Production Worker (3)	\$13.10	\$13.25	\$13.36
Production Worker (2)	\$12.10	\$12.25	\$12.34
Production Worker (1)	\$11.10	\$11.25	\$11.32

**Appendix II - Hourly Wage Schedule  
Effective April 1, 2012**

<b>Occupational Classifications</b>	<b>Pay Level</b>		
	<b>Min</b>	<b>6 Mo.</b>	<b>12 Mo.</b>
Skilled Trades (2)	\$24.61	\$27.69	\$30.77
Skilled Trades (1)	\$23.12	\$26.01	\$28.91
Semi-Skilled	\$20.68	\$23.26	\$25.85
Support Services (2)	\$18.51	\$20.82	\$23.14
Support Services (1)	\$16.84	\$18.94	\$21.05
Production Worker (3)	\$13.36	\$13.51	\$13.62
Production Worker (2)	\$12.32	\$12.47	\$12.58
Production Worker (1)	\$11.28	\$11.43	\$11.54

**Appendix II - Hourly Wage Schedule  
Effective March 31, 2013**

<b>Occupational Classifications</b>	<b>Pay Level</b>		
	<b>Min</b>	<b>6 Mo.</b>	<b>12 Mo.</b>
Skilled Trades (2)	\$25.11	\$28.25	\$31.39
Skilled Trades (1)	\$23.59	\$26.54	\$29.49
Semi-Skilled	\$21.09	\$23.73	\$26.37
Support Services (2)	\$18.88	\$21.24	\$23.61
Support Services (1)	\$17.17	\$19.32	\$21.47
Production Worker (3)	\$13.68	\$13.79	\$13.90
Production Worker (2)	\$12.58	\$12.72	\$12.84
Production Worker (1)	\$11.51	\$11.66	\$11.77

## 20.05 Leader Premium

### Group Leader

**An** employee who is given the responsibility as a Group Leader will be paid a premium in the range of 25 (twenty-five) cents to \$1.00 (one dollar) per hour. The actual premium received will depend upon the employee's performance as a Group Leader.

### Lead Tradesperson/Lead Hand

An employee who is given the responsibility as a Lead Tradesperson will be paid a premium up to 75 (seventy-five) cents. **An** employee who is given the responsibility as a Lead Hand will be paid a premium **up** to 50 (fifty) cents. The actual premium received will depend upon the degree to which the employee assumes the extra responsibilities that are required. The Company agrees to post on each plant's notice boards the appointments of all permanent Group Leaders, Lead Tradespersons, and Lead Hands.

On an annual basis the Company will review all leader positions and premiums.

## 20.06 Method of Payment

The rates set out in Appendix II shall be considered minimum rates only and shall be subject to market rate adjustments as

determined by the Company based on its business requirement. Should the Company find it necessary to pay above the top rate set forth in Appendix II – Hourly Wage Schedule, the Union Executive shall be informed of the business requirement and resulting action.

## **ARTICLE XXI – GENERAL PROVISIONS**

### 21.01 Company Tool Loan Plan

Certain Company tools may be borrowed by an employee for personal use after receiving supervisory approval and recording the information in the tool loan book.

### 21.02 Personal Purchases

Drill sets and indicators may be purchased on a 50/50 basis with the Company, provided the items are required and used at work. An employee who leaves the Company within three (3) years, will reimburse the Company for its equity in an indicator after depreciating it at 10% per year.

If an employee's personal tools are stolen due to a break and enter, the Company will reimburse the employee for the tools stolen in accordance with the personnel file.



### 21.03 Qualified Employee – Definition

A qualified employee is one who has a good knowledge of and can perform all types of work, in herhis occupational classification and who consistently produces work of the required quantity and quality. S/he should also demonstrate good performance in the following areas particularly where quantity and quality are difficult to measure:

- i) Being dependable and trustworthy,
- ii) Being flexible and willing to undertake a full range of work within herhis capability,
- iii) Being systematic in herhis approach to herhis work,
- iv) Being knowledgeable of herhis work and equipment,
- v) Utilizing herhis time effectively and efficiently, and
- vi) Working with a minimum of supervision.

### 21.04 Group Leader – Responsibilities

Group Leader will be required to be responsible to the supervisor for the following:

- i) Directing and instructing the group (i.e. three or more employees),
- ii) Assigning work to the group,
- iii) The quality and quantity of the group,
- iv) Planning the work and arranging for tools, drawing, etc., for the next job,

- v) Reporting production holdups that the Group Leader is unable to resolve,
- vi) Recommending improvements in production, quality and cost and introducing such improvements to the extent feasible,
- vii) Good housekeeping and safety, and
- viii) Supervision of the group in the absence of the supervisor or on shifts not otherwise supervised.

#### 21.05 Lead Tradesperson/Lead Hand – Responsibilities

A Lead Tradesperson/Lead Hand will be required to be responsible to the supervisor for the following:

- i) Providing shop skill instruction and training to other employees on the making of the product line
- ii) Coordinating and integrating the technical aspects of shop work on the product line,
- iii) Contributing to and assisting others in the achievement of appropriate levels of work, quantity and quality on the product line,
- iv) Planning the approach to, and performing some of the more difficult or critical operations on the product line and consulting with Engineering on prospective work on the product line,
- v) Troubleshooting technical problems and reporting technical holdup to Engineering that the shop is unable to resolve, and

- vi) Recommending improvements in production quality and cost of the product line, and introducing such improvements to the extent feasible.

#### 21.06 Labour Reporting

Employee must record their time, on a regular basis, in the current labour distribution system, when required by supervisors.

### **ARTICLE XXII**

#### **DURATION AND RENEWAL OF AGREEMENT**

22.01 This Agreement shall become effective July 11, 2011, and remain in full force and effect until March 29, 2014, and thereafter from year to year, unless within ninety (90) days prior to the date of expiration, in any year, either Party gives notice in writing of desired changes in, or termination of this Agreement. Every effort will be made to meet within thirty (30) days of the date on which the notice is received, for the purpose of commencing negotiations.

### **ARTICLE XXIII**

23.01 Effective with the ratification of this collective agreement the company shall offer to all hourly employees who have completed one year of service, a Registered Retirement Savings Plan equal to 3% of their earnings. Plan members will choose their own

investments portfolio within a range of eligible investment funds available within the **plan** as established by the company.

## APPENDIX III - DEFINITIONS

**Call Back:** When an employee is requested to return to work not continuous with her/his scheduled shift.

**Call In:** When an employee is called in at the Company's request for work not continuous with her/his scheduled shift without prior warning.

**Continuous Operations:** An employee will be deemed to be working in a continuous operation if their work involves continuous attendance at a machine or operating equipment requiring a replacement worker for breaks or absence away from the work.

**Emergency:** Act of God, terrorism, bomb threats, fire, flood, explosion, etc.

**Home Position:** The original department and occupational classification held by an employee prior to layoff/displacement.

**Laid Off:** To be put out of the plant, having been released due to lack of work, but still subject to recall rights.

**Occupational Classification:** Designates the occupation, described by a job description, within the bargaining unit.

**Overtime:** To return to work continuous to a regular shift having taken a mutually agreed meal break.

**Pay Level:** Designates a pay level that corresponds to an occupational classification.

**Performance:** The definition **is** to be the same as the description of “Qualified Employee” under Article 28.03.

**Spouse:** Legally married persons of the opposite sex or common law partners of the opposite sex, or of the same sex, who have cohabited for a continuous period of at least one year.

**Vacancy:** A vacancy occurs when the Company determines that there is a need to add to the number of full-time positions in a department or when the Company determines that there is a need to replace a full-time employee as a result of a transfer or termination.

## APPENDIX IV CONTINUOUS OPERATIONS SCHEDULE - 2-2-3

### Rotating Shifts (Every 2 Weeks)

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	WEEK 1							WEEK 2						
<i>Crew I</i>	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-
<i>Crew II</i>	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-
<i>Crew III</i>	7 p.m. - 7 a.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.
<i>Crew IV</i>	7 a.m. - 7 p.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.
	WEEK 3							WEEK 4						
<i>Crew I</i>	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-
<i>Crew II</i>	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-
<i>Crew III</i>	7 a.m. - 7 p.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.	-	-	7 p.m. - 7 a.m.	7 p.m. - 7 a.m.
<i>Crew IV</i>	7 p.m. - 7 a.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.	-	-	7 a.m. - 7 p.m.	7 a.m. - 7 p.m.

## LETTER OF UNDERSTANDING NO. 1

The Parties of the Collective Agreement agree to the following with regard to **Cross Training and Pay-for-Skills** ('ILUO') Training Plan (Sample on file in the Human Resources department):

- 1) Employees will be selected to be cross trained on a designated assignment based on
  - Skill and ability, and
  - Availability
- 2) The Company will determine the number of cross training opportunities by work center.
- 3) No special rights or protection for participants, e.g. Bumping Rights. Therefore, employees who have successfully completed cross-training shall not be considered to meet the skill and ability requirements for the cross-trained occupation for the purpose of exercising their bumping rights.
- 4) No change to job descriptions, pay level or home position.
- 5) Cross training on a voluntary basis, no penalty to the rights of those not participating.
- 6) Selection of individuals will be based on Article 21.03 with a maximum trial period of twenty (20) days.
- 7) Candidates for cross training must be flexible regarding short notice changes to work assignments within their skill set.
- 8) Employees who have been given the responsibility by the supervisor to cross train participants within Occupational



Classifications will be designated as lead tradesperson for the duration of the training period.

- 9) Cross training qualification criteria to match the existing job description.
- 10) A qualification form to be signed by the trainer, trainee and supervisor to verify competency.
- 11) The company will determine the number of additional skills per employee.
- 12) Qualified cross trained employees at job rate to be paid at higher job rate for the work assignment where the pay level is higher than home position.
- 13) For the term of the Collective Agreement, cross training will be restricted to employees within individual business units, Otonabee Plant, FisherTech.
- 14) Other cross training opportunities outside the skilled trades will be discussed with the Union Executive prior to implementation.

Signed the 27th day of September, 2006.

## LETTER OF UNDERSTANDING NO.2

The Company will discuss with the Union, the requirement for security assessments, in accordance with the controlled goods registration program should the Company receive ordnance or defense contracts which are contingent upon such a requirement.

The security assessments will focus on the following three specific elements:

- Personal references(s),
- Criminal history,
- Place of residence and employment/educational history.

An employee who does not attain the requisite security clearance will be assigned to alternate employment where a clearance is not required. Such employee will maintain their current rate of pay.

Signed the 27th day of September, 2006.

MEMORANDUM OF AGREEMENT

BETWEEN

DYNACAST LTD.  
(formerly FisherCast Ltd.)  
Peterborough, Ontario, Canada

(Employer)

and

THE INDEPENDENT UNION OF PRECISION DIECASTERS

("Union")

The undersigned representatives of the parties hereby unanimously agree to recommend to their respective principals for ratification, the terms and conditions for a renewal collective agreement as set out below:

1. The current collective agreement which expires on July 10, 2011 is amended only as specifically stipulated in APPENDIX "A" attached.
2. The term of the renewal collective agreement shall commence on July 11, 2011 and expire on March 29, 2014
3. The terms and conditions of the renewal collective agreement shall be those of the current collective agreement amended only as specifically stipulated in APPENDIX "A" attached.

DATED at Peterborough this 12th day of January, 2011

FOR THE EMPLOYER

  
\_\_\_\_\_  
Hervé Mallet, General Manager

  
\_\_\_\_\_  
Aileen Doris, Human Resources

FOR THE UNION

  
\_\_\_\_\_  
Len Ruttle, President

  
\_\_\_\_\_  
Ken Turmon, Vice President, Treasurer

  
\_\_\_\_\_  
Connie Ingham, Vice President, Secretary

## INDEX

<b>A</b>		Overtime Meal Breaks 15.12	32
Absent from Work 15.11	32	Overtime Treatment 15.07	30
Arbitration 7.13	16	<b>P</b>	
Arbitrator's Jurisdiction 7.14	17	Pay Period 20.01	43
<b>B</b>		Payroll/Layoff/Recall Grievances 7.12	16
Bereavement Leave 18.04	39	Personal Purchases 21.02	52
Bumping Rights - Permanent Layoff 14.02	26	Policy Grievance 7.05	13
<b>C</b>		Probation 10.03	18
Call-In/Call-Back Pay 27.03	44	<b>Q</b>	
Christmas Holiday Plan 16.02	33	Qualified Employee 21.03	52
Coffee Breaks 15.09	30	<b>R</b>	
Community Service Leave 18.05	40	Recall 14.03	26
Company Tool Loan Plan 21.01	52	Recording Hours of Work 15.10	31
Complaints 7.02	12	Rescheduling Paid Holidays 16.03	34
<b>D</b>		Retention of Rights	27
Discharge Grievances 7.06	14	<b>S</b>	
Discretionary Leave 18.01	38	Safety Committee 4.05	6
<b>F</b>		Safety Glasses and Hearing Protection 19.01	41
Family Leave 18.06	41	Sameday Hire 10.04	19
<b>G</b>		Scheduling of Vacation Leave 17.04	36
Governing Conditions for Vacation Entitlement 17.03	36	Seniority Lists 10.02	18
Grievances - Step 1 7.03	12	Shift Premium 20.02	44
Group Leader - Responsibilities 21.04	53	Standard Work Week 15.01	27
<b>H</b>		Super Seniority 10.05	19
Hours of Work 15.02	28	<b>T</b>	
<b>J</b>		Termination of Shift 15.08	30
Jury Duty 18.02	39	<b>U</b>	
<b>L</b>		Union Activity 4.03	3
Labour Reporting 21.06	55	Union Dues 4.02	3
Lead Tradesperson/Lead Hand - Responsibilities 21.05	54	Union Leave 4.06	6
Leader Premium 20.05	51	Union Meetings 4.07	7
Loss of Seniority 10.06	20	Union Representation 4.04	4
<b>M</b>		<b>V</b>	
Method of Payment 20.06	51	Vacation Leave 17.01	34
<b>O</b>		Vacation Pay 17.02	35
Overtime Meal Allowance for Short Notice 15.13	32	Veteran's Parade 18.03	39
		<b>W</b>	
		Wage Adjustment 20.04	45

68