

AGREEMENT

BETWEEN

McLean Foundry Limited

Brantford, Ontario

and

The National Automobile, Aerospace, Transportation

and General Workers Union of Canada,

(CAW-Canada) and it's Local 397

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THIS AGREEMENT, made and entered into as of June 1st, 1999

BY AND BETWEEN:

**McLEAN FOUNDRY LIMITED,
247 Colborne Street West,
Brantford, Ontario N3T 1M1**

hereinafter called the "Company"

-and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-Canada)
and its LOCAL 397**

hereinafter called the "Union"

For and in consideration of the mutual benefits likely to be obtained by way of a harmonious relationship between the Company and the Union, and the greater productive efficiency therefrom, the parties hereto covenant and agree, each with the other as follows:

SECTION 1 - UNION RECOGNITION

1.01 The Company recognizes the Union as the sole bargaining agent for all hourly related employees of the Company, save and except supervisors, office workers, clerical staff, all technical or professional employees steadily employed or receiving training, guards and salesmen.

SECTION 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes those rights which belong solely to the Company, including without limitation on the generality thereof, excepting as otherwise provided for in this Agreement, the right to manage the Company's plant and to direct its working forces, the right to hire employees for its own selection; the right to maintain order and efficiency; the right to extend, maintain or curtail the operations of its plant; the right to determine the type and amount of its equipment to be used, rotation and continuity of work, processes of manufacturing or assembling; the right to determine the design and

engineering of its products and the type and quality thereof, the right to control raw materials and also the right to discipline, promote, demote, transfer, suspend and discharge for cause, to lay off for lack of work, or for other legitimate reasons; the right to make such rules and regulations as it seems necessary for this purpose, it being understood that the Union is to have the right to present any grievance which it may have with respect to disciplinary measures, suspensions and discharge under the Grievance Procedure as set forth below. These functions will be exercised in a manner consistent with the general purposes of the Agreement.

- 2.02** The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, colour and national origin.

SECTION 3 - REPRESENTATION

- 3.01** The Union may appoint and the Company shall recognize three (3) Plant Committeepersons, all of whom must be members of the Union. Each above mentioned Union Official shall, at the time of his appointment, have at least twelve (12) months seniority with the Company. The Union agrees to notify the Company in writing of the names, jurisdictions and date of appointment of the Committeepersons. The Company shall recognize one member of the Plant Committee as Plant Chairperson.

- 3.02** The Union acknowledges that members of the Union Committee will continue to perform their regular duties on behalf of the Company and that:

(a) Such persons will not leave their regular duties without obtaining permission from their immediate supervisor, who will be given a reasonable explanation for the requested absence. If necessary for production reasons, management may hold the representative from leaving his duties for up to a maximum of one (1) half-hour. Such time will not be unreasonably withheld. It is agreed, this time will not be requested during pouring time.

- 3.03** The Union and the Company shall have the right to have either the President of the CAW-CLC having jurisdiction and/or the National Representative of the CAW-CLC present at any meeting of the Plant Committee with the Management.

SECTION 4 - UNION SECURITY

- 4.01** It is agreed that all present employees shall become and remain members of the Union for the duration of the Agreement, and all new employees hired during the life of this Agreement shall become and remain members of the Union after ninety (90) calendar days with the Company.

- 4.02 (a)** The Company will, during the term of this Agreement deduct Union dues, initiation fees, assessments and arrears as determined by the Constitution of the Union. All such deductions are to be made from the first pay cheque covering the first full pay of the current month. All sums deducted, together with a record of those from whom deductions have been made and the amounts, shall be forwarded to the Secretary-Treasurer of Local Union 397, CAW, not later than the last day of the month in which such deductions are made. The deduction on the records of the Company shall constitute the sum so deducted as money held by the Company in trust for the Local Union.
- (b)** In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- (c)** The Company shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned.
- (d)** An employee who tenders an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed to meet the conditions of this Article.
- 4.03** The Union will indemnify and save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

SECTION 5 - COMPLAINT AND GRIEVANCE PROCEDURE

5.01 **Complaint Procedure** - It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible, and it is mutually agreed that an employee has no grievance until he has first given his foreman an opportunity of adjusting his complaint. If an employee has any complaint which he wishes to take up with the Company, the employee, who may be accompanied by his Committeeperson, shall confer with his immediate foreman. The decision of the foreman shall be given within one (1) full working day. Failing a settlement satisfactory to the employee concerned, the matter may then be deemed a grievance and dealt with as hereinafter provided. Any complaint must be raised within three (3) working days after the occurrence or discovery thereof.

5.02 **Grievance Procedure**

First - Failing a satisfactory settlement by Step One above, the grievance is to be reduced to writing on a grievance form and presented to his immediate foreman within twenty-four (24) hours; a written decision to be rendered within twenty-four (24) hours. If settlement is still not reached, the grievance is to be submitted to the Foundry Superintendent.

Second - If a settlement is not reached within twenty-four (24) hours, the management and the committee shall meet within two (2) full working days, or as mutually agreed upon, to discuss the grievance, and management shall render a written disposition within five (5) full working days or as mutually agreed upon after such meeting. The Union may have present at such meeting with Management a National Representative. Management may likewise have present a representative of their choice.

Third - If an amicable settlement is not arrived at through the above procedure within twenty-four hours, the matter in dispute shall be referred to an arbitrator. Notification to arbitrate must be rendered by either Management or the Union within seven (7) days of written decision referred to in Step 2 above. The Arbitrator shall be selected by the parties from the following list in rotation:

1. Prof. E.E. Palmer
2. Ian Hunter
3. R.L. Kennedy
4. Gail Brent

The Arbitrator's decision shall be final and binding upon both parties.

In the case of arbitration, the Arbitrator may direct any suitable arrangement deemed to be just and equitable under the circumstances.

- 5.03** The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions of this Agreement, or to give any decision inconsistent with the terms and provisions of this Agreement. However, in the case of a discharged employee, the Arbitrator shall be free to make any decision in his opinion which is just and equitable.

SECTION 6 - DEROGATORY PROCEDURE

- 6.01** When a derogatory notation is placed against the record of an employee, a written notice of such notation will be given to the employee and the duplicate is to be initialed by him as receipt only and he may treat the same as a grievance and proceed accordingly.

- 6.02** A copy of the notice is to be signed by the employee as a receipt. The employee may

request the presence of his Committeeperson, who will initial the notice. The written notice is to be made out in triplicate.

- 6.03** Unless notice of such notation is given within a reasonable time, not in any event to exceed three (3) working days after the occurrence or discovery thereof, provided the employee is at work in the Plant, such derogatory notation shall not thereafter be used for the purpose of taking disciplinary action against the employee.
- 6.04** Refusal of the employee or Committeeperson to sign for receipt of a derogatory notation shall disqualify the employee from proceeding under a grievance procedure.
- 6.05** The Company agrees that where derogatory notations have been issued and subsequently withdrawn, such derogatory notations shall be destroyed in the presence of a Union official.
- 6.06** Such notations shall remain against the record of an employee for one (1) calendar year from the date of the notation, at the end of which time it will be cancelled.

SECTION 7 - SENIORITY

- 7.01** Fundamentally, seniority provisions are designed to provide an employee with an equitable measure of security, based on length of service.
- 7.02** Any employee having less than three (3) months seniority shall be considered a probationary employee and will have no seniority rights. A probationary employee will become a regular employee upon completion of three (3) months service.
- 7.03** When vacancies or new classifications occur, such openings will be posted on the plant bulletin boards for three (3) working days. Applications to fill such vacancies shall be made within the said three days. Application will be considered on the basis of seniority and ability. When these factors are approximately equal, the employee with the greatest seniority will be given preference. In the event of a dispute, the employee with the greatest seniority will be given seven (7) working days to prove his ability.
- 7.04** If the employee is unable to perform the job so selected, he will be returned to his previous job.
- 7.05** An employee may transfer under the provisions of this article only once every six (6) months.

The number of postings flowing from one vacancy shall be limited to (2)

exclusive of the original posting.

- 7.06** The Company will not fill any vacancy with new hires if there are qualified employees available.
- 7.07** The Company shall maintain a seniority list showing the date upon which each employee's service commenced.
- A copy of the seniority list shall be posted on all bulletin boards and copies will be provided to the Union committee. Such seniority list shall be kept up to date at all times.
- 7.08** Notwithstanding their position on the seniority list, the Plant Committee will be the last persons laid off and the first persons recalled, providing there is work they are able and willing to perform.
- 7.09** No foreman or employee in a supervisory position shall perform work normally done by an employee in the Bargaining Unit, except for purpose of instruction, experimentation, inspection and in an emergency.
- 7.10** When it becomes necessary to reduce the work force, probationary employees shall be laid off first. Seniority employees at work will be given two complete work shifts notice prior to any layoff. If further reductions are necessary, seniority will be the guiding factor consistent with the employee's ability to do the work involved. In the event of a dispute, the affected employee will be given seven (7) working days to prove his ability. The above terms to apply only for layoff in excess of two work days. Layoff Notices will be in writing to the employee. The Plant Chairperson will be given a copy of the notice.
- 7.11** Employees shall be recalled in the order of their seniority, when jobs become available, providing they have the ability to perform such jobs following a reasonable training period.
- 7.12** In cases where a temporary vacancy occurs, which is not expected to exceed 15 work days, the most junior qualified employee will be given the job unless a more senior qualified employee agrees to the assignment. If the vacancy exceeds or is expected to exceed 15 days, then clauses 7.03 to 7.06 will apply unless an extension is agreed to between the Union committee and the company. In cases of temporary transfers, the employee will be paid the greater of his current rate or the rate for the new assignment.
- 7.13** Senior employees who accept a voluntary layoff which exceeds the estimated layoff duration may exercise their seniority to bump back into the plant upon provision of 1 weeks prior notice to his supervisor.
- 7.14** The company will select employees to be cross-trained for specific

classifications. (subject to their consent) as follows:

- (i) Pay higher of present rate or training rate. If no rate in contract, present rate to apply.
- (ii) Employees who fail to qualify after training on new job or where employees is not required to remain on the new job shall return to their old job.
- (iii) Employees will have the opportunity to indicate their choice in cross-training without restricting the company from utilizing the temporary transfer clause or the job posting clause.

SECTION 8 - LOSS OF SENIORITY

8.01 An employee's seniority rights and his employment relations shall terminate if he:

- (a) Quits;
- (b) Is discharged for just cause and not reinstated pursuant to the grievance procedure;
- (c) If he is laid off for a maximum period of twenty-four (24) months or equal the length of his seniority, whichever is greater;
- (d) Retires or is retired;
- (e) Is laid off and fails to return to work within eight (8) calendar days from the date of recall notice, except in the case of certified illness;
- (f) If an employee overstays a leave of absence and does not have a justifiable reason;
- (g) If an employee is absent in excess of three (3) working days and does not have a justifiable reason.

SECTION 9 - LEAVE OF ABSENCE

9.01 The Company will grant a leave of absence without pay when necessary for legitimate personal reasons, not to exceed a period of three (3) months.

9.02 An employee shall be considered as being on leave of absence when he is absent because of illness, accident, or is unavailable for his regular shift as a result of being incarcerated resulting from a conviction under the Highway Traffic Act of Ontario.

- 9.03** The Company will grant a leave of absence to any employee selected or elected to an office or as a delegate to any labour activity.
- 9.04** The employee must pay full cost of the welfare premiums provided for in Section 16 for the full period of the leave of absence in advance if he wishes this coverage to be continued.

SECTION 10 - HOURS OF WORK

- 10.01** The regular work week will be forty (40) hours, and shall be composed of consecutive eight (8) hour days as scheduled by the Company.
- 10.02** Overtime work will be voluntary on the part of each employee and no employee will be penalized for refusing to work overtime. The Union agrees that it will not put an embargo on overtime work during the term of the agreement. Voluntary overtime does not apply for employees who start the pour.
- 10.03** The Company agrees that all hours worked over and above the normal eight (8) hour shift will be paid for at a rate of time and one-half.
- 10.04** All work performed on Saturday shall be paid for at the rate of time and one-half, except where the hours worked on Saturday constitute an overlap into Saturday of a regular shift work and are within the employee's regular work week.
- 10.05** All work performed on Sunday shall be paid for at the rate of double time, except where the hours worked on Sunday constitute an overlap into Sunday of regular shift work and are within the employee's regular work week.
- 10.06** All work performed on Recognized Holidays as set out in Section 11 shall be paid for at the rate of double time, except where a regular shift overlaps the holiday.
- 10.07** Overtime and extra time will be evenly divided among those normally performing the work. Overtime will be allocated based on departmental seniority only. Departments are coremaking, moulding, cupola, shakeout, grinding, sand making, patterns, sandblasting and maintenance. Employees will not hump outside their department, but will be able to work in another department if there is work available. The intent is to allow those normally performing the work to voluntarily to do so for any available overtime.
- 10.08** Exceptions to the overtime premium outlined in this article will be made for employees who voluntarily work for a portion of the Christmas shutdown. In this event, the affected employees will be allowed the equivalent time off after the normal Christmas start up.

- 10.09** The Company agrees to pay shift premium for any shift starting at 1:00 p.m. or later.
- 10.10** Any employee working on any shift other than the regular day shift shall receive an additional fifty cents (50¢) per hour bonus.
- 10.11** Any employee who is required to report for jury duty or is subpoenaed as a crown witness shall be paid the difference between the amount received in payment for said service and the amount he would have earned based on his hourly rate at straight time for eight (8) hours per day to forty (40) hours per week subject to the following conditions:
- 1) employee must notify supervisor forty-eight (48) in advance.
 - 2) employees excused from attendance at court must report for work if there is a minimum of four (4) hours available either before or after court time.
 - 3) applies to mandatory service only.
 - 4) employees must furnish a written statement from an appropriate public official showing time served and the amount of pay received.

SECTION 11 - RECOGNIZED HOLIDAYS

11.01 *The holiday schedule will be updated in the collective agreement as follows:*

Employees with three (3) months or more service with the Company shall be paid at their classification rate for the following holidays:

HOLIDAY	FIRST YEAR	SECOND YEAR
Canada Day	<i>July 2, 1999</i>	<i>July 3, 2000</i>
Civic Holiday	<i>August 2, 1999</i>	<i>August 7, 2000</i>
Labour Day	<i>September 6, 1999</i>	<i>September 4, 2000</i>
Thanksgiving Day	<i>October 11, 1999</i>	<i>October 9, 2000</i>
Floater Day	<i>December 24, 1999</i>	<i>December 24, 2000</i>
Christmas Day	<i>December 27, 1999</i>	<i>December 25, 2000</i>
Boxing Day	<i>December 28, 1999</i>	<i>December 26, 2000</i>
Floater Day	<i>December 29, 1999</i>	<i>December 27, 2000</i>

Floater Day	<i>December 30, 1999</i>	<i>December 28, 2000</i>
Floater Day	<i>December 31, 1999</i>	<i>December 29, 2000</i>
New Year's Day	<i>January 3, 2000</i>	<i>January 1, 2000</i>
Good Friday	<i>April 21, 2000</i>	<i>April 13, 2000</i>
Victoria Day	<i>May 22, 2000</i>	<i>May 21, 2000</i>

11.02 It is further agreed that if the government declares Heritage Day a Recognized Holiday, such holiday will be paid as outlined above.

11.03 This payment shall not be made to employees who do not work on the above preceding regular shift and the next succeeding regular shift, except in the case of illness or authorized absence. Permission will not be unreasonably withheld. This shall not apply in cases of employees who are laid off. Employees who have been laid off for no reason of their own shall be paid for statutory holidays occurring within seven (7) days from date of lay-off. Payment does not cover employee on compensation or sickness and accident benefits or leave of absence.

11.04 Should any of the above holidays fall during the vacation period of an employee, he shall be paid for such holiday at his regular rate in addition to his vacation.

SECTION 12 - REPORTING ALLOWANCE

12.01 If an employee reports for work on a regular shift without having been notified previously not to report, he shall be given full shift hours if work is available, or, if no work is available, he shall be given at least four (4) hours pay at regular rates, provided that this section shall not apply in cases of emergency, such as acts of God, activity of enemy agents, fire, floods, or any other major catastrophe, interference with the activity of feeder plants of suppliers of materials, because of any of the foregoing, or by any labour dispute. Employees who do report for work and start work and a mechanical breakdown occurs in a department, such employees involved shall do any available work until four (4) hours have been completed.

SECTION 13 - WEEKLY WAGES

13.01 Employees will be paid weekly.

SECTION 14 - REST PERIODS

14.01 All employees will be allowed a ten (10) minute rest period in the morning ten (10) minutes in the afternoon and a five (5) minute wash-up period at the end of the shift.

SECTION 15 - VACATION

15.01 Employees who have seniority as indicated below as of May 1st of each year shall be granted vacation with pay on the following basis:

An employee must work 1350 hours in the previous calendar year to qualify for vacation pay as outlined in this article.

In computing the 1350 hours in the previous calendar year, time lost due to accidents covered by Worker's Compensation, vacation period in the previous year and Paid Holidays will be included in the calculation.

Employees in receipt of Sick and Accident benefit and or Workmen's Compensation will be given credit for a maximum of eight (8) weeks in computing the vacation hours:

<u>TIME</u>	<u>PAY ALLOWANCE</u>
Less than 1 Year	4% of gross earnings
One (1) year but less than five (5) years	2 weeks vacation with pay or 4% of gross earnings, whichever is greater;
Five (5) years	3 weeks vacation with pay or 6% of gross earnings, whichever is greater;
Ten (10) years	4 weeks vacation with pay or 8% of gross earnings, whichever is greater;
Seventeen (17) years or more	5 weeks vacation with pay or 10% of gross earnings, whichever is greater.

Employees who are credited with less than 1350 hours will receive the applicable percentage of earnings outlined above.

SECTION 16 - HEALTH INSURANCE

16.01 The Company agrees to provide and pay the full cost of the following group insurance benefits to seniority employees and their dependents:

(a) O.H.I.P.

(b) Green Shield Semi-private Care

(c) Life Insurance - Effective June 1, 1999 - **\$27,500.00**
Effective June 1, 2000 - **\$28,500.00**

Accidental Death & Dismemberment -
Effective June 1, 1999 - **\$27,500.00**
Effective June 1, 2000 - **\$28,500.00**

Effective June 1, 1997 - Life Insurance for retirees - \$2,500.00 for life.

(d) Sickness and Accident benefits @ 66 2/3% of earnings for a maximum of twenty-six (26) weeks to the current U.I.C. maximum which is established at a minimum value of \$425.00 per week or to current U.I.C. maximum (value not less than \$425.00 per week), to take effect as follows:

Accident: 1st day
Hospital: 1st day
Sickness: 4th day

16.02 Drug Plan - Green Shield \$1.00 deductible.

16.03 Dental Plan - Green Shield as carrier, Plus 1 and Rider, Plus 3, Plus 4 (Orthodontics) at the current O.D.A. schedule of fees.

The Dental Plan has been changed by adding new coverage-s for periodontics, endodontics, crowns and bridges. The benefit amount will be a maximum of \$1500.00 per person/per calendar year. The current 6 month recall will be changed to a 9 month recall. The ODA fee guide schedule will be changed from the current ODA fee guide to two (2) years behind the current ODA fee guide Survivors will now be covered for two (2) years.

16.04 Any employee reaching age 65 may be retired at the option of the Company.

- 16.05** The Company agrees to pay the Health Insurance premiums for the benefits outlined in this Article as long as the employee is medically disabled and unable to work, either as a result of illness or accident. After an employee has been absent for one (1) year the regular drug plan will change to a Greenshield Plan W.
- 16.06** The Company agrees to pay the Health Insurance premiums outlined in this article for all employees who may be laid off for three (3) months in addition to the month of lay-off.
- 16.07** The Company agrees to provide a vision care program for employees and dependents - The Benefit will be available every two (2) years per employee and dependent *at the following levels:*
- | | |
|---------------------|-----------------|
| <i>June 1, 1999</i> | <i>\$170.00</i> |
| <i>June 1, 2000</i> | <i>\$175.00</i> |

SECTION 17 - BULLETIN BOARDS

- 17.01** The management agrees to provide bulletin boards in conspicuous places in the plant for the display of notices advertising meetings of the Union and other material of interest to the members. All notices appearing on the notice board must first be approved and initialled by the Personnel Manager.

SECTION 18 - SAFETY AND HEALTH

- 18.01** The Management shall make provision for the safety and health of the employees during the hours of their employment. A trained and competent first aid attendant shall be available at all times.

- 18.02** The Company will pay the cost of up to one pair of recognized, Government approved, gaiter type safety shoes, once each year up to a maximum of *One hundred and twenty-five dollars (\$125.00)* for outside wear, upon receipt of purchase. The Company further agrees to increase the subsidy to *\$130.00* on June 1st 2000. Such year to be from June 1st, 1999.

The Company agrees to provide safety gaiter type shoes, up to the maximum amount allowable in this article, at nine (9) month intervals, if required, in the pouring, shake-out and charging crew. *If there is prior approval, shoes will be available in six (6) month intervals.*

Exceptions to the gaiter type safety shoe may be made where employees are not required to work at or be in the area of molten metal.

Probationary employees must pay the full cost of said shoes, but when the employees have completed their probationary period, the Company will reimburse them for the purchase, on the same basis as regular employees.

- 18.03** The Company agrees to provide leather aprons for Grinding Room employees as required and further agrees to provide gloves as required.
- 18.04** (I) Any regular employee requiring prescription glasses will be allowed one pair every two (2) years. Such glasses and frames must be of the safety type and must be purchased at a recognized outlet to be determined by the Company.
- (II) The Company also agrees to pay any costs that may be necessary to repair safety glasses that are damaged during the course of employment.
- 18.05** The Company will provide parkas, to be controlled by the Company, in the following classifications:
Sand Blaster
Fork Lift Driver
Outside Chargers
Pattern Storage
Shake Out
Floater
- 18.06** The Company agrees to increase the number of pourers from four (4) to five (5). For the months of June, July and August.

SECTION 19 - INJURY ALLOWANCE

- 19.01** An employee injured on the job shall be paid for the balance of his shift on which such injury occurred, if as a result of such injury the employee is sent home or to an outside hospital by instructions of the Medical Officer in charge of the case.

SECTION 20 - BEREAVEMENT LEAVE

- 20.01** Employees shall be eligible for three (3) days absence with pay in the event of a death in the immediate family (husband, wife, son, daughter, employee's father, mother, sister, brother, grand-children, father-in-law or mother-in-law) and in the event of the death of a sister-in-law, brother-in-law, *or* grand-parent, employees shall be eligible for one (1) day's absence, with pay.

The intent of the above benefit is to attend the funeral and employees can only qualify for the days absent with pay if period falls Monday to Friday on a designated work day of the week.

SECTION 21 - PAID EDUCATION LEAVE

21.01 The Company agrees to pay into a special fund *two cents (24)* per hour per employee *effective June 1, 1999* for all hours worked for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W., with the cheques made payable to the "C.A.W. Leadership Training Fund" and sent by the Company to the Paid Education Leave Training Program, P.O. Box 897, Port Elgin, Ontario N0H 2C0.

The Company further agrees that members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a leave of absence, without pay, for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on leave of absence will continue to accrue seniority and benefits during such leave.

SECTION 22 - WAGES AND RATES

22.01 The Company agrees to maintain and pay the schedule of wages outlined in Appendix "A".
All classifications will increase by \$0.40 June 1, 1999 and a further \$0.40 effective June 1, 2000.

SECTION 23 - PENSION PLAN

23.01 Effective June 1, 1999 the Company agrees to contribute *one dollar and twenty five cents (\$1.25)* per hour for all compensated hours into the Canada Wide Industrial Pension Plan (C.W.I.P.P.).

Effective June 1, 2000 the Company agrees to contribute a further *ten cents (\$0.104) per hour* for all compensated hours into the Canada Wide Industrial Pension Plan (C.W.I.P.P.)

Effective June 1, 1997, the Company will not contribute to the pension plan for employees hired after this date until the employee has acquired two (2)

years of seniority. When the contributions do begin, they will be at the rate specified in the current collective agreement.

"Compensated hours" is defined as the actual hours worked for which the employees are remunerated directly by the Company, inclusive of any hourly calculated bonus remuneration an employee is deemed to have worked during vacations or statutory holidays, and will be compensated on the basis of an eight hour day.

SECTION 24 - DURATION OF AGREEMENT

24.01 This agreement shall be in effect until *May 31, 2001* and shall continue from year to year unless either party gives notice in writing of its intention to terminate the agreement, such notice to be given within a period of not less than thirty (30) days and not more than sixty (60) days prior to any yearly termination date.

24.02 If notice of intention to amend is given by either party in writing pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than twenty (20) days after such written notice. If such negotiations do not result in agreement prior to the yearly date of termination of this Agreement, the parties may, by mutual agreement, extend further the period of negotiations.

McLEAN FOUNDRY LIMITED
NATIONAL UNION, C.A.W.

David McLean

Dan Webster, Nat. Rep.,

Gerald Roswell

Tom Nearing

Marvin Malcolm

/iazopeiu343

MOULDER TRAINEE - Loose Patterns

Period To six (6) months \$13.14

Six (6) to twelve (12) months \$13.31

Above required to work with and assist Class A Moulder Must be fully understood that Moulder Trainee is a potential Moulder and not a Moulder's labourer.

To Class B \$13.54

Moulder at this point must be able to produce good quality castings from all "B" type pattern equipment with direct supervision.

To Class A \$13.64

Progress to top rate. Period of time required will be determined by Moulder's capabilities.

This complete system is flexible where a trainee could progress faster than the stipulated time limits, the merit being determined by the Plant Superintendent.

The above rates will increase as follows:-

June 1, 1997 - \$0.45

June 1, 1998 - \$0.45

APPENDIX "A"
LABOUR CLASSIFICATIONS - WAGES

CLASSIFICATION	RATE PER HOUR	
	<i>June 1, 1999</i>	<i>June 1, 2000</i>
Coremaker - Bench	17.21	17.66
Coremaker - Heavy	17.54	17.99
Cupola Helper	17.14	17.59
Cupola Repair	17.69	18.14
Driver Fork Lift	17.34	17.79
Driver Motor Vehicle	17.24	17.69
Foundry Labour	17.14	17.59
Hand Grinders	17.24	17.69
To	17.34	17.79
Labour Emergency	17.34	17.79
Ladle Repair	17.19	17.64
LH - Shakeout Group	17.54	17.99
Maintenance	20.26	20.71
Moulder - Class A Heavy	17.24	17.69
Moulder - Class B Heavy	17.06	17.59
Moulder Trainee	<i>See schedule</i>	
Pattern Making	18.26	18.71
Pattern Repair	17.66	18.11
Pattern Storage	17.34	17.79
Pedestal Grinder	17.14	17.59
Pourer - Heavy	17.89	18.34
Pourer - Modern Device	17.59	18.04
Sand Mixer	17.34	17.79
Sand Blast Operator	17.49	17.94
To	17.59	18.04
Shipper - Receiver	17.24	17.69
Squeezer Oper. (Special)	17.09	17.54
Squeezer Oper.	16.59	17.04

Starting rate 104 less than above rates for a three (3) month period. A worker may advance to the top rate at any time on basis of merit within this period.

In cases of emergency, where an employee is requested to perform work other than his classified or normal job, he shall receive his regular rate of pay, including bonuses, or the rate of his job, whichever is higher.

Any employee required to work on pouring crew will receive twenty-five cents (25¢) per hour in addition to his regular rate of pay.

The above wage rates provided the following improvements:

Non Molding -	June 1, 1997	- 45cents
	June 1, 1998	- 45cents
Molding	June 1, 1997	- 45cents
	June 1, 1998	- 45cents

LETTER OF AGREEMENT NO.1

RE: BIRTHDAY HOLIDAY

Effective June 1, 1990 , it is agreed that employees are entitled to one (1) further day off with pay for their birthday. If the birthday falls on a normal non-working day (i.e. Saturday, Sunday, Recognized Holiday and or vacation) the employee will be entitled to arrange another day in lieu off with pay.

COMPANY

UNION

David McLean

Dan Webster. Nat. Rep.,

Tom Nearing

Dave Butler

Jim Szalcer

Ken Rowe

LETTER NO.2

June 5,1989

**Mr. Dan Webster, Jr.
National Representative
CAW-CANADA
325 West Street, Suite 104B
BRANTFORD, Ontario
N3R 6B7**

Dear Sir,

In regard to union concerns over any reductions to established mould times, which would adversely effect the moulders' incentive pay, please be advised as follows. Firstly, the mould time established on all jobs is a primary factor in determining the final price our customer pays for his particular casting. Therefore, to remain competitive and retain work, we must establish realistic times that will keep our prices in the line with the competition. With consideration of the preceding statement, it is not our intention to do any wholesale reductions of established mould times. The times put on all jobs will continue to be a fair time to allow the moulder to obtain incentive with reasonable effort. Also, as in the past, the moulder may request his foreman to review the mould times.

We trust this will meet with your approval.

**Yours truly
McLean Foundry Ltd.**

**David McLean, P. Eng
Vice President**

LETTER OF AGREEMENT #3

Effective June 1, 1992 it is agreed that employees are entitled to one (1) further day off as a floater holiday with pay. Payment shall not be made to employees who fail to request this holiday in advance through their supervisor and receive approval for same.

David McLean

Jim Szalcer

Tom Nearing

David Butler

Daniel J. Webster Jr.

Ken Rowe

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