



COLLECTIVE AGREEMENT

Between

Soo Foundry & Machine (1980) Limited,

hereinafter called the "Company"

of the First Part

- and -

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied
Industrial and Service Workers International Union (United Steelworkers)**

(hereinafter called 'The Union')

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ARTICLE 1 - UNION RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees at the Company's plant in Sault Ste. Marie, Ontario, as defined by the certificate of the Ontario Labour Relations Board dated August 3rd, 1967.

1.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or where sufficient skilled labour is not available or to expedite delivery.

1.03 Work normally performed by employees within the bargaining unit shall be performed by employees within the bargaining unit except where physical capacity of the shop is not sufficient to process, or to meet restricted delivery dates.

ARTICLE 2 - DISCRIMINATION

2.01 No employee shall be discriminated against by the Company or the Union because he is or is not a member of the Union, because of Union activities, or exercising any right provided by law or by this agreement, or because of race, colour, creed or national origin.

ARTICLE 3 - UNION SECURITY

.01 The Company shall deduct, as a condition of employment, from the wages of each employee in the bargaining unit, union dues including, where applicable, initiation fees and assessments, on a monthly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the International Steelworkers, AFL-CIO-CLC, P.O. Box 13083 Postal Station `A`,

Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115 will also be sent to the Union office at 68 Dennis Street, Sault St. Marie, Ontario, P6A 2W9.

.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a. A list of names of all employees from whom dues were deducted and the amount of dues deducted;
- b. A list of all bargaining unit employees from whom no deductions have been made and reasons;
- c. This information shall be sent to both Union addresses identified in article .02 in such form as shall be directed by the Union to the Company.

.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

.05 The Company, when preparing T-4 slips for the employees, will enter the amount of union dues paid by the employee during the previous year.

ARTICLE 4 - MANagements RIGHTS

4.01 The management of the operation and the direction of the working forces is vested exclusively with the Company except as specifically abridged by provisions of the agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 An employee and/or steward or committeeman **shall** discuss any grievance with his immediate supervisor within ten (10) days of the facts or events on which the grievance is based. The supervisor shall give his reply within twenty-four (24) hours or a time mutually agreed upon.

5.02 If no settlement is reached under 5.01 above, then within three (3) working days of the supervisor's decision, the grievance shall be stated in writing and presented to the Plant Manager.

5.03 The Plant Manager shall hold a meeting with the Union Grievance Committee, who may be accompanied by a representative of the International Union, within four (4) working days of presentation of the grievance. The Plant Manager shall state his decision in writing to the Union within three (3) working days of such meeting, or at a time mutually agreed upon.

5.04 The Union shall have the right to initiate group grievances or grievances of a general nature, under 5.03 above, providing such grievances are presented in writing to the Plant Manager within ten (10) days after the occurrence upon which such grievances are based.

5.05 Where a grievance is not settled within fifteen (15) days under the preceding sections of this article, including the question of whether or not a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may notify the other party in writing of its desire to submit the grievance or allegation to arbitration.

5.06 Arbitrations initiated in accordance with Article 5.05 will be conducted by single arbitrators selected in rotation, alphabetically from a panel of three arbitrators to be agreed upon by the parties.

5.07 In the event that an arbitrator is unable or unwilling to act on an arbitration referred to him, the next arbitrator on the list shall be used.

5.08 The fees and expenses of the arbitrator shall be shared equally by the Company and the Union, and each party shall be responsible for its own expenses.

5.09 At any stage of the grievance procedure, including arbitration, being held locally, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with the necessary witnesses.

5.10 The arbitrator shall not alter, modify or amend any part of this agreement or make any decision inconsistent with its provisions.

ARTICLE 6 - DISCHARGE AND DISCIPLINARY PROCEDURE

6.01 Warnings shall be given in writing or in the presence of a Union committeeman or steward. The Company and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly.

6.02 Six (6) months after a first warning notice has been issued, the warning given shall not be considered in any subsequent disciplinary action and shall be removed from the employee's employment record provided the employee has received no further warnings or suspensions. In cases where an employee has been given a second warning notice which involves suspension or other disciplinary action before the first has been removed from his employee record, such second warning shall not be considered in any disciplinary action after eighteen (18) months from date of issuance and shall be removed from the employee's record after expiry of eighteen (18) month period provided the employee has received no further warnings or suspension during such period.

ARTICLE 7 - SENIORITY

7.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, transfer, lay-off, and rehiring after lay-off, qualified senior employees shall be entitled to preference.

7.02 Employees will acquire seniority following a probationary period of sixty (60) working days (may be extended by a further fifteen (15) working days subject to mutual agreement between the parties) of service. Upon completion of the probationary period an employee's seniority shall be established as of his date of hire.

7.03 The only purpose of the probationary period is to allow the employer time to determine whether or not the Company wishes to retain the employee.

7.04 The Company shall prepare and post in January of each year a list showing the date of hire of each employee established in the bargaining unit. If no written protests are received within fifteen (15) days of the date of posting, on

provided form, such list shall be considered final. If valid written protests are received, revised lists will be posted for five (5) day periods until list is finalized.

7.05 An employee's employment shall be considered terminated when that employee:

- 1) Quits.
- 2) Or is discharged for just cause.
- 3) Or fails to report for work at termination of a leave of absence.
- 4) Or absents himself from work for five (5) scheduled working days without reasonable cause.
- 5) Or fails to return to work within ten (10) days of being recalled following a lay-off or fails to return within seven (7) days after responding to recall.
- 6) Or is laid off for a period which is longer than the employee's length of service with the Company. Employees hired after April 1, 1997, will have their employment terminated after the employee is layed off for a period of two (2) years.
- 7) Or retires under terms of a Pension Agreement.

Employees intending to return to work must return or respond within the initial ten (10) days.

Employees shall be entitled to recall by registered mail at the last known address in the employer's records.

7.06 Notice of promotional or new opportunities shall be posted on the Union bulletin board for a period of three (3) working days prior to the filling of such vacancy. Written applications must be submitted at the Manager's Office prior to the closing of the posting.

7.07 This section shall not deprive the employer of the right to temporarily fill a vacancy while applications are being considered or to hire if qualified employees are not available.

7.08 An employee promoted to a management position from the bargaining unit shall be allowed to return to the bargaining unit without loss of seniority if he is later removed from his

management position but is still in the employ of the Company.

7.09 In the case of the Employer obtaining a job estimated to be less than eighty (80) hours duration, the Employer will have the right to recall laid off employees by seniority who are immediately available. Reasonable efforts will be made to contact the most senior employees before calling less senior employees.

ARTICLE 8 - LEAVE OF ABSENCE

8.01 Leave of absence may be granted up to a maximum period of six (6) months for certain emergency reasons which must be approved by the Manager. The Employer reserves the right to refuse to grant a leave of absence but approval shall not be unreasonably withheld.

8.02 The Employer agrees that employees not exceeding two (2) in number, leaving its employment for elected or appointed positions in the United Steelworkers, shall be granted leave of absence for a period of one (1) year or during their occupancy of such position whichever is the lesser, without loss of seniority of service rights.

8.03 Leave to Attend to Union Business

An employee who has been elected or appointed by the Union to attend Union conventions or other business of the Union shall be granted a leave of absence without pay for this purpose. The Union will inform the Company of the names of the delegates at least two (2) weeks in advance. Said leave shall be restricted to not more than two (2) employees at any one time.

ARTICLE 9 - SAFETY AND HEALTH

9.01 The Company and Union and employees agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

9.02 The Company shall make available safety equipment and supplies necessary to protect employees from injury such as; one (1) safety glasses, gloves (where glove life is very short) e.g.

excessively greasy jobs in other shops. Face masks. Two (2) sets sleeves and aprons in welding shop for use by those using arc-air wire feed welding unit and/or overhead welding and gloves for Welders will also be provided on the basis of the old being returned for new.

9.03 a) The company will pay up to a maximum of one hundred thirty dollars (\$130.00) per year per employee to purchase one (1) pair of safety work boots which can be accumulated over two (2) years.

b) Coverall Service

The Company agrees to provide up to two (2) clean suits of coveralls or smocks per employee per week. The cost will be equally shared by the Employees and the Company.

c) Once per year the company will pay seventy-five percent (75%) of the cost of replacing prescription safety lens of employees.

9.04 The Company and the Union agree to have representatives participate on a Joint Health and Safety Committee. The Committee shall meet quarterly, develop policy, discuss safety concerns, take minutes, etc. in accordance with the Occupational Health and Safety Act, 1990.

9.05 The Union shall be notified immediately of each accident or injury. Upon the request of the Union the safety committee shall investigate as soon as possible the nature and causes of the accident or injury.

9.06 An employee injured while and as a result of performing his duties, will suffer no loss of pay on the day he was injured providing in the opinion of his doctor the employee was unable to continue working.

9.07 The Company agrees that employees have the right to refuse unsafe work in accordance with the provision of the Occupational Health and Safety Act, 1978.

9.08 Environmental Pollution

(1) The Company and the Union agree that the problem of pollution must be solved. The Company and the Union affirm, according to their respective responsibilities, their joint objective to take whatever immediate and continuing action

necessary to achieve an environment at work and in the community which is pollution free.

(2) A minimum standard will be to reduce the level of all pollutants as per Threshold Limit Value guidelines used by Ontario Department of Health.

9.9 Safety Violations

Memos on serious safety violations will remain in file for eighteen (18) months if a serious violation occurs again within the twelve (12) month period.

ARTICLE 10 - COPIES OF AGREEMENT

10.01 The Company and the Union desire every employee to be familiar with the provisions of this agreement and his rights and duties under it. For this reason, the Company will give a copy of the Collective Agreement to every new employee before the new employee actually starts to work.

ARTICLE 11 - UNION REPRESENTATIVES

11.01 If an authorized representative of the United Steelworkers of America, who is not an employee of the Company, wishes to speak with a Local Union representative he shall receive permission from the Manager or Manager's agent providing said visit does not interfere with production.

ARTICLE 12 - SHOP STEWARDS

12.01 Shop Stewards will be designated in writing by the Union to the Company. There shall be up to three (3) stewards appointed for the combined Welding Shop, Machine Shop Hydraulic Shop and Foundry.

12.02 When the legitimate business of a steward requires him to leave his job or department, he shall first receive permission from his foreman or department supervisor, which permission shall not be unreasonably withheld, and he shall not suffer loss of pay for time spent in the performance of these duties during his regular working hours.

ARTICLE 13 - HANDICAPPED EMPLOYEES

13.01 In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, the Company will endeavour to give the handicapped employee(s) suitable employment.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The Work Week shall be Forty (40) Hours

Regular hours of work shall be eight (8) hours per day Monday through Friday from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

The second shift hours shall be 4:30 p.m. to 12:30 a.m., Monday through Friday with twenty (20) minute lunch break at 8:30 p.m.

There will be a recognized ten (10) minute rest break in each the first half and second half of each shift.

14.02 Any work performed other than during regular hours of work shall constitute overtime, and shall be paid for at the rate of time and one-half, except when double time is payable.

14.03 Any work performed on Sunday shall be paid for at the rate of double time.

14.04 No employee shall be required to take time off during his regular hours of work because of working overtime.

14.05 A shift premium of eighty-five (.85) cents per hour paid for any shift commencing after 12:00 noon.

14.06 If an employee reports for work on a scheduled shift and as a result of a lack of work is sent home before working four (4) hours he shall be entitled to receive a minimum guarantee of four (4) hours pay at the regular hourly rate for the job for which he was scheduled unless:

1) he was previously notified that he would not be required, or

2) the lack of work results from an incident which occurred not more than one (1) hour before the employee was scheduled to begin work, or an incident which was beyond the Company's control.

3) he refuses to perform other duties within his capabilities when requested to do so.

An employee who is called out to work and reports on the job during hours for which he is not scheduled and then leaves the plant, shall be paid a minimum of four (4) hours pay.

Employees shall sign an overtime sheet if wanting to work overtime each week (form to be provided and posted.)

14.07 The Company shall provide meal allowance of eight dollars (\$8.00) for employees required to work more than two (2) hours after their regular shift, providing the employee has not been notified about overtime work during his previous regular shift. This meal shall be sufficient to maintain the employee for six (6) hours.

14.08 When a schedule change is implemented after Friday, the company will pay time and a half (1 1/2) for first shift worked in following week.

ARTICLE 15 - PAID HOLIDAYS

15.01 The following shall be considered as paid holidays:

New Year's Day	Good Friday
Dominion Day	Civic Day
Thanksgiving Day	Victoria Day
Labour Day	Boxing Day
Christmas Day	
Family Day	

15.02 If any of the above holidays fall on a Saturday or a Sunday the following Monday or the Monday closest thereto will be celebrated as the holiday.

Christmas Shut Down - In the event that the Company decides to shut down the plant during the Christmas holidays, the hours of the shutdown will be from 4:30 p.m. on December

23rd, until 8:00 a.m. on January 2nd. If it is necessary to call an employee in to work during this period of shutdown, the hours of work and rate of pay will be assigned as stated in the Union contract as it does throughout the year.

15.03 Each employee who has completed his probationary period shall receive eight (8) hours pay for each of the paid holidays at regular straight time hourly rate.

15.04 An employee required to work on any of the above named holidays shall be paid at the rate of two (2) times his regular straight time hourly rate in addition to his holiday pay.

15.05 In order to qualify for payment of holidays the employee must have worked at least eight (8) hours in the week (seven (7) day period immediately preceding the holiday) and must work on the holiday if required to do so; exception being absence due to vacation, death in immediate family, illness, jury duty, approved leave of absence, lay-off not in excess of two (2) weeks prior to the holiday. If an employee is on an approved leave of absence, the company will not be responsible for paying statutory holidays during that period.

15.06 In event that one (1) or more of the ten (10) holidays occurs during employees vacation, he shall be paid eight (8) hours straight time pay in addition to his vacation pay.

ARTICLE 16 - INSURANCE AND WELFARE PROGRAM

16.01 The Company agrees to pay the full cost of the benefits outlined in Appendix "A" of the agreement.

16.02 The payment of the full cost of providing welfare benefits shall constitute "payment in kind" under the terms of the E.I. regulations and any reductions, rebates, credits, etc., in respect of E.I. premiums as a result of weekly indemnity plans being qualified, will belong to the Company.

ARTICLE 17 - WAGES

17.01 The Company agrees to pay the wage rates of all employees in the bargaining unit as shown in Appendix "B" of this agreement.

ARTICLE 18 - VACATIONS

18.01 An employee who has less than one (1) year of service as of July 1st in the vacation year shall be entitled to four percent (4%) of his gross earnings. Those with less than one (1) year of service who wish to take time off as vacation must make arrangements with the Company prior to vacation time.

During the first year of employment, an employee will be allowed to take vacation time off as per the Employment Standard's Act.

18.02 An employee having more than twelve (12) months service as of July 1st shall receive two (2) weeks vacation and four percent (4%) of his gross earnings.

18.03 An employee having more than two (2) years service but less than five (5) years as of July 1st shall receive two (2) weeks vacation and six percent (6%) of his gross earnings.

18.04 An employee having more than five (5) years service but less than ten (10) years as of July 1st shall receive three (3) weeks vacation and eight percent (8%) of gross pay.

18.05 An employee having more than ten (10) years but less than fifteen (15) years service as of July 1st shall receive four (4) weeks vacation and ten percent (10%) of his gross earnings.

18.06 An employee having more than fifteen (15) years service but less than twenty (20) years as of July 1st shall receive five (5) weeks vacation and twelve percent (12%) of his gross earnings.

18.07 An employee having more than twenty (20) years service as of July 1st shall receive six (6) weeks vacation and fourteen (14) percent of his gross earnings.

18.08 An employee's vacation pay for the purpose of this article shall be based on his earnings up to and including November 30 of the current year.

Employees entitled to two (2) weeks or less vacation shall be entitled to their vacation in consecutive weeks or days whichever applies.

Extra weeks of vacation as agreed to will be taken at a time

that is mutually agreed upon.

18.09 Employees may, by their choice, take their vacation pay they are entitled to:

- a) once annually on December 1st each year or
- b) have it added to their pay bi-weekly

Employees hired after April 1, 1997, will receive their vacation pay once annually on December 1st of each year.

ARTICLE 19 - MISCELLANEOUS

19.01 Plant Closings

In the event that the Company is forced by economic conditions of the day to close out or permanently shut down the operations covered by this agreement, the Union and Company officials will meet immediately for the purpose of determining measures to minimize the impact of the plant closing on the employees.

The Union and Company officials will also meet for the express purpose of providing for the administration of the pension, insurance, welfare, vacation and separation pay clauses of plans and any other benefits which may be due the employees.

19.01 When it is the intention of the Company to lay off established employees for a period of one week or more the Company will give such employees personal notice in writing but not less than one week in advance and wherever possible the notice shall state the anticipated duration of the lay off.

19.03 Strikes and Lockouts

There shall be no lockout by the employer and no interruption of work, work-stoppage, strike, sit-down, slowdown or any other interference with the operation by an employee or employees during the term of this agreement.

ARTICLE 20 - BEREAVEMENT PAY

20.01 In the case of the death of a member in the immediate family of an employee the Employer shall grant three (3) days leave of absence with pay at the appropriate rate of pay. A member of "immediate family" shall include mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, children and grandchildren. Providing he attends the funeral or is attending to funeral arrangements.

One (1) day leave of absence with pay will be granted in the case of death of brother-in-law, sister-in-law, grandparents and spouse's grandparents. Providing the employee attends the funeral or is attending to funeral arrangements.

20.02 Court Duty

The Employer shall pay an employee who is required for jury service or as a subpoenaed witness in a civil or criminal proceeding for each day of service, the difference between his appropriate rate of pay for the number of hours he normally works on his regular shift, and the payment he receives for jury or witness service. The employee will present proof of service and the amount of pay received.

ARTICLE 21 - PENSIONS

21.01 The Company shall contribute **two dollars and fifty cents (\$2.50)** per hour per employee to a Pension Plan effective **April 1, 2009**. Contributions will include all hours worked and overtime to a maximum of eighty (80) hours every two (2) weeks. Statutory holidays and time off for bereavement will be considered as hours worked. The Carrier of the Pension Plan will offer to meet with all employees a minimum of once per year outside of work hours. The purpose of this meeting will be to discuss the Plan, contributions, investment options, and answer other questions. Where desired he or she will also provide quarterly statements.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 This agreement shall become effective upon date of ratification and shall remain in effect until to **March 31, 2010**, and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party

within ninety (90) days prior to the anniversary date in any year. In the event that either party services notice to the other party of its desire to amend this agreement, then this agreement shall continue in effect until such time as a new agreement has been reached or until the conciliation procedures, as required by legislation, have been completed.

ARTICLE 23 - HUMANITY FUND

23.01 The Company agrees to deduct on a weekly basis the amount of one cent (\$0.01) per hour from the wages of employees in the Bargaining Unit for all hours worked prior to the fifteenth (15th) day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, ON M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

It is understood and agreed that participation by an employee in the Bargaining Unit in the program of deductions set forth above may be discontinued by an employee in the Bargaining Unit after the receipt by the Company and the Local Union of that employee's written statement of her desire to discontinue such deductions from her pay which may be received within four weeks of ratification of this Agreement or at any time thereafter.

DATED at Sault Ste. Marie this _____ day of _____,

FOR THE COMPANY

FOR THE UNION

A P P E N D I X 'A'
INSURANCE AND WELFARE PROGRAM

For Employees

Life Insurance Age 18 to retirement..... \$
30,000.00

Accidental Death and Dismemberment \$
30,000.00

Spouse\$
10,000.00

Children\$
5,000.00

Weekly Indemnity is provided for through a Company sponsored SUB (Supplemental Unemployment Benefits) Plan.

If the Federal Government makes any substantial changes in legislation ruling out the use of Sub Plans, the Company and Union will meet immediately to find alternatives.

For Employees and Dependents

Health Insurance - 100%
Pay Direct Drug Insurance - expenses in excess of ten dollars (\$10.00) per prescription

The Company will pay the full cost of a Dental Plan through the current Insurance Carrier as per agreed upon terms.

The Carrier will offer to meet with new employees within the first three (3) months to explain coverages. If requested, they will meet with Employees once per year, in a general meeting after work hours.

The Company will pay for prescription eye glasses for employees up to one hundred dollars (\$100.00) every two (2) years.

Travel out of country coverage will be provided, as per the terms of the Carrier's Contract.

Short term disability on a 1-1-7 program for seventeen (17)

weeks with a two (2) year own occupation coverage.

When an employee goes on Short Term Disability, the Company will continue to pay the premium for health and dental coverage for a period of one (1) year from the first day of short term disability. When an employee is laid off, coverage will cease. Coverage will begin immediately on the first day the employee returns to work following recall.

A P P E N D I X 'B'
W A G E S

<u>Job Class</u>		<u>Occupation</u>	<u>Apr. 1/06</u>
			<u>Apr. 1/07</u>
			<u>Apr.1/08</u>
0	\$13.70	\$14.08	\$14.50
1			Helper
			\$14.14
			\$14.53
			\$14.97
2	Burner \$14.58	\$14.98	\$15.43
3	\$15.03	\$15.44	\$15.90
4			\$15.47
			\$15.90
			\$16.38
5			\$15.91
			\$16.35
			\$16.84
6		Hydraulic Fitter 3	\$16.36
			\$16.81
			\$17.31
7		Starting Machinist	\$16.80
			\$17.26
			\$17.78

8	Drill Hand	\$17.24
		\$17.71
		\$18.24
9	Plate Worker 1	\$17.69
		\$18.18
		\$18.73
10	Hydraulic Fitter 2	\$18.13
		\$18.63
		\$19.19
11	Welder Burner 3	\$18.57
		\$19.08
		\$19.65
12	Moulder 1	\$19.01
		\$19.53
		\$20.12
12	Machinist 3	\$19.01
		\$19.53
		\$20.12
13	Welder Burner 2	\$19.46
		\$20.00
		\$20.60
14	Machinist 2	\$20.72
		\$21.29
		\$21.93
14	Hydraulic Fitter 1	\$20.72
		\$21.29
		\$21.93
15	Welder Burner 1	

			\$21.17	
			\$21.75	
			\$22.40	
16		Machinist 1		
			\$21.61	
			\$22.20	
			\$22.87	
16	Hydraulic Technician			
	Millwright/Electrician	\$22.00	\$22.61	
			\$23.29	
17	Plate & Structural			
	Welder/Fitter C.W.B.			
	& H.P. Certified	\$22.05	\$22.66	\$23.34
18	Machinist 1A	\$22.50	\$23.12	\$23.81
# 1	Helper will be paid Learner rates upon hiring as follows:			
	- up to 1040 hours worked		-	80% of
			J.C. 1	
	- from 1040 hours to 2080 hours		-	90% of J.C. 1
	- after 2080 hours		-	100%
			of J.C. 1	
# 2	Production Worker:			
	- up to 1040 hours worked		\$11.64	\$11.96
				\$12.32
	- 1040 to 2080 hours		\$13.60	
			\$13.97	
			\$14.39	
	- after 2080 hours		\$15.50	\$15.93
			\$16.41	
# 3	Leaders rate - \$0.75 above appropriate trade rate			

A P P E N D I X 'C'
FIELDWORK

To be considered Fieldwork the job site must be at least sixteen (16) kms. outside of the City limits.

32592) If a Company vehicle or a rental is not provided for the job, and the Employee agrees to use his or her own personal vehicle, the owner of the vehicle will receive thirty cents (\$.30)/km. for all kms. driven beyond the sixteen (16) km. boundary. This is in lieu of wear and tear, fuel, and other expenses. If two or more Employees are going to the same job site the Employees will decide among themselves which vehicle to use, trying to be as efficient as possible and operating safely.

32593) Travel time will be paid by distance from the shop to the place of work:

Over 80 kms. - 128 kms. - two hours
Over 128 kms. - 192 kms. - three hours
Over 192 kms. - 257 kms. - four hours
Over 257 kms. - 322 kms. - five hours
Over 322 kms. - 386 kms. - six hours
Over 386 kms. - 451 kms. - seven hours
Over 451 kms. - Maximum of eight hours in each twenty four (24) hour period

- 3) The Company will arrange and pay for accommodation with a minimum of two people per room, assuming there are at least two people on the job site.
- 4) A set amount of money, thirty dollars (\$30.00) per day will be paid for meals. If the job is in a major urban area, or a more expensive area, an allowance will be made for the higher cost of meals. This may simply mean the Company will reimburse employees for the cost of meals in these areas.
- 5) Employees will be paid to go to the job site and return. Any travel home during the job, if time permits, will not be on paid travel time.

- 6) Employees will receive a premium of one dollar (\$1.00) per hour for fieldwork, and will follow the same pay schedules as they would in the shop. All time over eight (8) hours per day will be at time and a half.
- 7) When out of town, on call to be paid eight (8) hours at applicable rate of pay.

A P P E N D I X 'D'

APPRENTICESHIP PROGRAM

Article 1 - Preamble

- 1.1 This agreement entitled "Apprenticeship Program" dated April 1, 2006 is entered into between Soo Foundry and Machine 1980 Ltd., Sault Ste. Marie, Ontario and/or its successor, (hereinafter referred to as "the Company" and United Steelworkers on behalf of Local 8748 and/or its successor, (hereinafter referred to as "the Union") and is supplemental to the Collective Agreement currently in effect between the Company and the Union.
- 1.2 This agreement is established as an aid to the Company and the Union:
- a) to give practical expression to the mutual desire of the Company and the Union to develop trained, qualified journeymen in the respective trades through an adequate Apprenticeship Program, and
 - b) to provide a detailed record of the basis upon which such Apprenticeship Program is to be conducted.

Article 2 - Qualifications of Applicants for Apprenticeship

2.01 Applicants for Apprenticeships shall possess the following qualifications:

- 1) An Employee may qualify for time credit of one or more periods in the Schedule of Apprenticeship Training because he has acquired some experience in that same trade or craft by working on a job closely allied with such trade or craft and which credit may be granted on the basis of the following schedule:
 - i) under one (1) year's experience - no allowance (nil credits)
 - ii) one (1) to two (2) year's experience - 1 period (1,040 hours)
 - iii) two (2) to three (3) year's experience - 2 periods (2,080 hours)

- iv) three (3) year's experience or over - 3 periods
(3,120 hours)
- 2) Credits based on education in Technician or Technology programs will be 1,040 hours for each year of school successfully completed.
- 3) Some credit based on semi-related experience may be granted if the type of work has some practical application in the apprenticed trade.
- 4) The total credit granted under items 1, 2, or 3, or any combination thereof, shall not exceed 50% of the apprenticeship period for the trade concerned.
- 5) Credits referred to above and those relating to graduates of colleges of applied arts and technology shall be established after the apprentice has demonstrated his abilities on the job for a period of up to six months.
- 6) Any exceptions to provisions above may, by agreement, be made by the Union and the Company.

Article 3 - Apprenticeship and Certification Act Training Agreement

3.1 Each apprenticeship application set for as Exhibit "D", complete with documented proof of education and experience, shall be submitted to the Union for approval prior to being forwarded to the appropriate Provincial Government Department.

No application shall be so forwarded which the Union has not approved.

3.2 Every apprentice selected for training shall enter into a contract for apprenticeship under the "Apprenticeship and Certification Act" of Ontario. All standards contained in this Agreement shall be part of the apprenticeship contract as though specifically written therein.

3.3 The following shall receive copies of the Apprenticeship and Certification Act Training Agreement properly filled out:

- 1. The Apprentice,
- 2. The employer,

3. The appropriate Provincial Government Department,
4. The Union

Article 4 - Schedule of Apprentice Training Rates

- 4.1 A schedule of apprenticeship rates for the respective apprentice training periods of 1,040 hours of actual training experience with the Company in the trade or craft in each training period is established at the level of the standard hourly wage scale for rates for the respective job classes. schedule
- 4.2 Overtime hours worked by an apprentice shall be governed by the terms of the Collective Agreement.

Article 5 - Appropriate and Adequate Training

- 5.1 In order to develop qualified journeymen in the respective trades or crafts, apprentices shall receive appropriate and adequate training by means of assignments to practical job work and by other supplemental and related training.
- 5.2 Schedule of Work Experience

The apprentice, during the term of apprenticeship, shall receive such broad experience and training on the job as is necessary to develop a practical and fully trained Journeyman. This shall include work both in and out of the shop, under qualified supervision. It is recognized that it may not always be possible to establish a specific sequence of work experience, but it is also recognized that the final objective of work assignments to the apprentices is the development of fully trained Journeymen in the respective trades or crafts.

Qualified supervision shall be defined to mean that degree and closeness of supervision necessary to teach good workmanship. Consistent with work schedules, it shall not mean that the apprentice, at all stages of his training, must be accompanied at all times by his supervisor or Journeyman, for as apprenticeship advances, so will the degree of performance and the amount of responsibility, but it shall mean, however, that no apprentice shall be required to exercise skill or responsibility beyond that of

the level which he from time to time attains.

- 5.3 As part of their contract of apprenticeship, most apprenticeships require the apprentice to take block release training at a college of applied arts and technology. Apprentices shall be required to maintain steady progress in their related organized training courses and complete them within a specified period. In the case of failure on the part of any apprentice to fulfill his assumed obligations as to progress in and completion of his related organized training course, his apprenticeship shall be suspended or cancelled.

Article 6 - Obligations of an Apprentice

- 6.1 Every Apprentice shall:

- Render satisfactory service during the period of apprenticeship,
- b) Show due regard for the tools and goods of the employer and avoid damage and waste of such tools and goods,
 - c) Furnish to his employer satisfactory reasons for any absence from his employment,
 - d) Attend regularly such classes in trade training and related subjects as may be required by the Company,
 - e) Suffer loss of wages for non-attendance at prescribed classes, and incur the cancellation of the apprenticeship contract for willful failure to attend classes, where such failure could reasonably have been avoided,
 - f) Notify the Ministry of Training, Colleges and Universities Representative of Apprentices immediately when, for any reason, he ceases to be employed with the employer, to whom he is indentured,
 - g) Progressively procure the standard craftsman's tools normally considered to be the tradesman's obligation to supply,

h) As a tradesman, it will be to his personal advantage to keep up to date with any advances in his field. Wherever practicable, the Company is prepared to aid the employee, either with classes, courses or literature,

i) The apprentice shall be responsible for the payment of registration fees and shall be reimbursed by the Company upon proof of payment.

Article 7 - Obligations of an Employer

7.1 Every Employer shall:

a) Immediately notify the Ministry of Training, colleges and Universities Representative when employing an apprentice in any trade.

b) Provide adequate training for the apprentice in all branches of the trade insofar as the plant facilities, operations, and the character of the plant will permit,

) Keep the apprentice employed so long as work is available,

d) Refrain from employing any person in a trade except a journeyman when one or more of his indentured apprentices in such trade is on layoff or displaced from the trade,

e) Pay the wages set forth in the Collective Agreement,

f) Cooperate with the Ministry of Training, Colleges and Universities Representative in the Transfer of an apprentice to another company,

g) Notify the Ministry of Training, Colleges and Universities Representative before making any change affecting the contract of Apprenticeship.

h) Company agrees to pursue opportunities for funding for the apprentice with the appropriate Government and other funding agencies.

- i) Once the employee has completed his apprenticeship, his seniority date will be, his date of hire.

Job Classes and Rates of Pay

New apprentice with no experience and no schooling at a college on Machinist or Millwright trades training shall start at Job Class 1.

New apprentice with one year of experience or one year of college trades training shall start at Job Class 2.

New apprentice with two years of experience or two years of college trades training shall start at Job Class 3.

New apprentice with three years of experience or three years of college trades training shall start at Job Class 4.

Once an apprentice is on his apprenticeship at the end of period 5 and periods are 1040 hours he will receive Job Class 5.

Completion of period 6 1040 hours he will receive Job Class 6.

Completion of period 7 1040 hours he will receive Job Class 7.

Completion of period 8 1040 hours he will receive Job Class 8.

Completion of period 9 1040 hours he will receive Job Class 8.

Completion of period 10 1040 hours he will receive Job Class 10.

After completion of 2080 hours he will receive Machinist 2 Job Class 14.

After completion of 2080 hours he will receive Machinist 1 Job Class 16.

To promote to the next job class while on his apprenticeship the apprentice must have attended the proper schooling and passed the required testing obtaining his ticket and must show the proper competency of his training.

To promote from Machinist 2 Job Class 14 to Machinist 1 Job Class 16, the Machinist will be a decision of the Lead Hand and discussion with the Plant Manager.

LETTER OF AGREEMENT

If it is found during the life of this Agreement that there is a problem with theft at the Soo Foundry, the Company and Union agree to work jointly to solve such a problem.

LETTER OF AGREEMENT

Any money shortage in payroll by the Company of four (4) hours pay or more shall be paid to the Employee on the second day following notification. Any over payments shall be refunded to the Company on the second day following notification.

LETTER OF AGREEMENT

RE: Employee purchase of tooling during November 1999 to May 31, 2000

Purpose: To provide financial assistance to all trades persons at Soo Foundry for a one time large purchase of tools. For ISO 9000 registration, minimum tool requirements must be met, and those tools must meet required specifications.

Agreement: If requested Soo Foundry and Machine (1980) Limited will outlay the funds for the above tooling purchase. The Company recognizes each employee will have different requirements depending on how complete their tool box is. The money is to be paid back to Soo Foundry over a one year period, by payroll deductions, with no interest charged. If laid off, the repayment schedule will stop, and continue again on call back. In the case of a layoff, the repayment schedule could extend beyond a year with no penalty. The tools are the property of Soo Foundry until fully paid off. If an employee leaves the employment of Soo Foundry and they have not finished paying off the tools, they must pay off the remaining balance to get ownership of the tools.

The Company has made a special arrangement to make this purchase easier. If an employee retires from Soo Foundry within the next ten (10) years, the Company will buy back these specific tools purchased during November 1999, to May 31, 2000, at the current appraised market value price at that time. This applies to all employees as of April 10, 2000. The appraisal will be done by Nor-Can.

LETTER OF AGREEMENT

The Union and the Company agree that ISO 9000 is a necessary standard to achieve to successfully complete in today's highly competitive business environment. Everyone at Soo Foundry will work as cooperatively and efficiently as possible to achieve and maintain this importance certification. Various individuals in management and in the Union will have ISO 9000 responsibilities. In the case of a layoff it may be necessary to recall a less senior employee periodically for ISO only functions. This individual will perform only those functions and will not work in production.

LETTER OF AGREEMENT

The Company will continue to schedule work in a fair manner taking into consideration the restrictions and medical conditions of the workers in such area.

LETTER OF AGREEMENT

The Company and Union agree to meet and agree on a job rate of pay and classification for the jobs of CNC Operators and Programmers within three (3) months of signing of agreement.

LETTER OF AGREEMENT

Welder fitter, Hydraulic fitter, and Machinist promotion pay rates will be on the basis of promoting from Occupation and Trade Class 3 to 2 in the listed trades pay in Appendix B will be granted after working for one (1) year on that trade

Promoting from Occupation and Trade Class 2 to 1 in the listed trades pay in Appendix B will be granted after working another year on that trade.

The Union Lead hand will, through discussion with the Plant manager, evaluate the trade's person to decide on such promotions.

GUIDELINES FOR LEADERS

In addition to normal trade duties, Leaders will have the following responsibilities in relation to other Tradesmen and Employees in their department. (ie. Hydraulic, Fabrication, or Machining)

- 1) Line up jobs, establish job priorities, and provide information about jobs to other employees
- 2) Clarify details and specifications of jobs in answer to questions from other employees.
- 3) Assist in solving or correcting problems