

# **COLLECTIVE AGREEMENT**

**Between**

**ROBAR INDUSTRIES LTD.**

**And**

**UNITED STEELWORKERS OF AMERICA**

(On Behalf of Local Union 2952)

**September 1, 2003 – August 31, 2006**

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\*Errors and Omissions excepted  
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### ARTICLE 3 - MANAGEMENT

- 3.01** Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company, provided however, that this Article will not be used in a discriminatory manner against any employee or group of employees.
- 3.02** The following management rights are listed for greater certainty, but do not limit the generality of Article 3.01. The Union agrees that, subject to the provisions of this Collective Agreement, the Company has the exclusive right to: hire, direct and schedule its work force; promote, demote, transfer and lay off employees; discipline, and discharge employees for just and reasonable cause; determine job content, conduct job evaluations, design work, and determine qualifications of employees; establish, publish, and enforce reasonable rules governing employees while on the Company's premises; introduce new and improved methods, equipment, and facilities; contract out work in the interests of efficiency and economical operations; purchase supplies, equipment, materials and services from any source; establish, alter or abolish any job classification or department; and carry out special and verification testing or inspection work for process and quality control.
- 3.03** Nothing in this Agreement shall be construed to restrict the right of the Company to contract out work which has been traditionally contracted out, or to have work which cannot be effectively done by employees in the bargaining unit performed on the premises of the Company by outsiders. Typical contracting out work includes: manufacture and repair of flasks, purchase of shell cores, cleaning of large castings, and machining of product components. Work done by outsiders on the premises includes: janitorial services, electrical, plumbing, instrumentation and related specialty trades; building and yard repairs and modifications, and bag-house services for example.

### ARTICLE 4 - UNION SECURITY PROVISIONS

- 4.01** a) The Company agrees that any present employee of the Company who, at the date of the signing of this Agreement, is a member of the Union, will as a condition of continued employment maintain membership in the Union in good standing.
- b) All new employees after the renewal date of this Agreement will, as a condition of continued employment, join the Union after completing their probationary period, and as a condition of continued employment maintain membership in the Union in good standing.
- 4.02** a) The Company agrees to deduct once each month, from the earnings of every employee covered by this Agreement, such dues as may be fixed by the International Union and communicated in writing to the Company by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in sub-section (e) hereof.
- b) The Company agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Secretary-Treasurer or his Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in sub-section (e) hereof.

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- c) The Company agrees to deduct an initiation fee in the amount authorized by the employee upon receipt of an authorization, signed by such employee. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in sub-section (e) hereof.
  - d) Cheques will be made payable to the International Treasurer (or his successor) of the United Steelworkers of America. Until further notice from the Union, all cheques will be forwarded to the United Steelworkers of America, Unit D, Box 34223, Vancouver, B.C. V6J 4N1, made payable aforesaid and prior to the 15th of the month next following that in which the deductions apply.

**4.03** The Company agrees that all present and future employees covered by this Agreement, as a condition of continued employment, shall sign a check-off card authorizing the Company to implement the provisions of 4.02 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of Article 4.

**4.04** Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.

**4.05 HUMANITY FUND**

The company agrees to deduct once per year the amount of \$20.80 from all employees in the bargaining unit and to forward payment of the amount so deducted to the "humanity fund" by the 15th of the month following to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7 and to advise in writing the local union that such payment has been made. With the payment, the company will provide the name of all employees in the bargaining unit on whose behalf such payment has been made.

The First "Humanity Fund" deduction as aforesaid shall be deducted as advised in writing by the union.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after receipt by the company and the local union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which may be received during the four weeks following ratification of this agreement or at any time thereafter.

**4.06 EDUCATION FUND**

The company shall contribute to the Union the sum of Five Cents (\$0.05) per hour for each hour worked by employees who have completed the probation period, for education and training for union members.

The money shall be made payable to Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C. V4N 1B8 and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each employee.

Upon request, once per contract year, the Union shall provide the Company with an accounting of the fund disbursements.

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**ARTICLE 5 - HOURS OF WORK**

**5.01 DAY SHIFT**

a) **Five-Day Work Week**

The standard work week will consist of five (5), eight (8) consecutive hour days, Monday to Friday, between the hours of 6:00 a.m. and 5:00 p.m. plus a designated thirty (30) minute unpaid lunch period.

b) **Four-Day Work Week**

The standard work week will consist of four (4), ten (10) consecutive hour days, Monday to Thursday, between the hours of 6:00 a.m. and 5:00 p.m. plus a designated thirty (30) minute unpaid lunch period.

**5.02 AFTERNOON SHIFT**

a) **Five-Day Work Week**

The standard work week will consist of five (5), eight (8) consecutive hour days, Monday to Friday, between the hours of 2:00 p.m. and 2:00 a.m. plus a designated thirty (30) minute unpaid lunch period. There will be a premium of one dollar twenty-five cents (\$1.25) per hour for afternoon shift.

b) **Four-Day Work Week**

The standard work week will consist of four (4), ten (10) consecutive hour days, Monday to Thursday, between the hours of 2:00 p.m. and 2:00 a.m. plus a designated thirty minute unpaid lunch period. There will be a premium of one dollar twenty-five cents (\$1.25) per hour for afternoon shift.

**5.03 NIGHT SHIFT**

a) **Five-Day Work Week**

The standard work week will consist of five (5), eight (8) consecutive hour days, Monday to Friday, between the hours of 11:00 p.m. and 9:30 a.m. plus a designated thirty minute (30) unpaid lunch period. There will be a premium of two dollars (\$2.00) per hour for night shift.

b) **Four-Day Work Week**

The standard work week will consist of four (4), ten (10) consecutive hour days, Monday to Thursday, between the hours of 11:00 p.m. and 9:30 a.m. plus a designated thirty (30) minute unpaid lunch period. There will be a premium of two dollars (\$2.00) per hour for night shift.

**5.04 CHANGE OF START AND STOP TIMES, AND OF SHIFT ARRANGEMENTS**

- a) The Company agrees to give four (4) days notice to the Union when the regular starting and stopping times of work shifts are changed.

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- b) The Company agrees to give four (4) days notice to the Union when shifts are changed between the standard work day shift arrangements and the four day work week shift arrangement.
  - c) If advance notice is given, furnace employees shall be paid night shift premium if such early shift commences before 5:00 a.m.
  - d) One or two maintenance employees may be scheduled to work shifts which are displaced forward or backward by two (2) hours from the regular scheduled production shift times, for the purposes of inspection and routine maintenance.
  - e) Employees employed on shakeout, cleanup and annealing may have their standard hours spaced up to three (3) hours later than regular crew on one (1) day notice to allow for the regular operation of the plant.

**5.05 REGULAR WEEK**

Five Shifts, Monday to Friday inclusive, will constitute a regular week's work on all shifts.

**5.06 WORK PERFORMED ON SATURDAY, SUNDAY AND PLANT HOLIDAYS**

- a) Double rate will be paid for work performed:
  - on Saturdays
  - on Sundays
  - on Plant Holidays as listed in Article 6.
- b) Double rate will not be paid for work performed:
  - on a night shift, when completing the fifth weekly shift on Saturday, after midnight Friday.
  - to complete a night shift after midnight at the start of a Plant Holiday.
  - on Saturday by employees on a Tuesday to Saturday work schedule, except when such Saturday is one of the Plant Holidays.
  - when commencing on a night shift on a Sunday prior to midnight and ending Monday morning.
  - on Sunday, near midnight, when a regular night shift commences work.

**5.07 a) OVERTIME DAILY**

All overtime will be paid for at double rate.

The company agrees to give the individual employee the option to receive overtime pay as specified in 5.06 or to receive straight time wages plus the equivalent time off when more than one (1) hour of overtime is worked. This time off must be taken in the contract year in which it is earned and at a time which is mutually agreeable between the Company and the employee. Unused, banked hours will be paid out at the end of the contract year.

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An employee will not be allowed to accumulate more than eighty (80) banked hours at any one time.

There will not be any more than two (2) employees off at any one time on banked hours nor any more than one (1) employee off from any one department. The Company will be flexible whenever possible.

b) **OVERTIME - VOLUNTARY**

The parties are agreed that all overtime will be voluntary.

c) **OVERTIME MEAL**

Employees requested to work more than two (2) hours of overtime after their regular shift will be given one-half (1/2) hour lunch period with pay after two (2) hours of overtime, and a \$6.00 meal allowance.

d) **OVERTIME DISTRIBUTION**

Overtime will be distributed equitably among the employees in a particular job classification who have signified voluntarily that they will work overtime. The Company will prepare a list, which will be posted, of such employees, commencing with the most senior employee, and the overtime work will be rotated among the employees on that list commencing with the most senior employee.

e) Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

f) **OVERTIME - WHERE SHIFT PREMIUM PAID**

If overtime is worked on a shift where a shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

g) **OVERTIME RECORDING**

Overtime authorized and recorded daily by the foreman (Shift Charge Hand) will be paid for all time worked. This interpretation will also apply to 5.07 (c).

**5.08 REST BETWEEN SHIFTS**

Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he will be considered as still working on his previous shift and will be paid the appropriate premium rate for the hours worked.

**5.09 WORK BEFORE REGULAR SHIFT**

a) When Employees are called into work before their regular starting time, and such work continues into their regular starting time, they shall be paid double rate for time worked prior to their regular starting time except when other arrangements are made by mutual agreement between the Company and the Union Plant Committee.

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Union Plant Committee shall consist of a Unit President and three (3) shop stewards. The Unit President will decide which shop stewards will attend any meetings with management.

- b) One employee working on the sand muller may have his shift scheduled forward or backward by one half hour for the purpose of sand preparation.

#### **5.10 LUNCH PERIOD**

The mid-shift lunch period will be mutually arranged between the Company and the Union Plant Committee. If employees are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one-half (4-1/2) hours from the shift start time or as mutually agreed upon.

#### **5.11 EMPLOYEE CHANGE OF SHIFT**

If an employee is required to change shift more than once in a calendar week, he will be paid at double rate for the balance of the week, unless the second change is to return to his original shift.

#### **5.12 SHIFT CHANGE**

Shifts, listing individuals, will be posted four (4) working days in advance.

#### **5.13 GUARANTEED DAY**

Subject to the exceptions set forth in this Section and in Section 5.14, any employee reporting for work at the start of the employee's shift, will be guaranteed eight (8) hours work at the employee's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the employee's regular job, the employee will perform such other work as may be assigned to the employee to qualify for such pay. This provision will apply only once each day and it will only apply to an employee's regular shift.

The provisions of this Section will not apply in case of shutdowns necessitated by circumstances beyond the control of the Company, or if the employee:

1. Voluntarily quits, or is suspended or dismissed for proper cause.
2. Was previously instructed not to report. In such event or circumstance the employee will then only be paid for the actual time he worked.
3. Does not work a full shift at his own request.
4. Reports for work on a shift for which he was not scheduled.

#### **5.14 CALL TIME**

Employees recalled to work after leaving the premises of the Company, after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of two (2) hours at double rate, i.e. four (4) hours at straight time rate.

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**5.15 CALL OUTS - SATURDAY, SUNDAY OR HOLIDAYS**

A minimum of four (4) hours pay at double time rates, shall be paid for call outs on Saturday, Sunday and holidays. The employee shall not refuse to perform work other than his regular from of employment, if the latter is not available, provided he is paid at his regular rate.

**5.16 WORK SHORTAGE - CREW REDUCTION**

In the event of a work shortage or a reduction or discontinuance of operations, the Company will discuss with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.

**5.17 MAINTENANCE RELATED SHIFTS - TUESDAY TO SATURDAY**

By mutual agreement between the Company and the Union, a Tuesday to Saturday maintenance related shift for maintenance and cleanup may be instituted. Where Tuesday to Saturday shifts presently exist they may continue. Employees on this Tuesday to Saturday shift will be paid Forty dollars (\$40.00) bonus for Saturday work.

**ARTICLE 6 - PLANT HOLIDAYS**

**6.01** All employees covered in this Agreement will receive eight (8) hours pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- |                     |                   |
|---------------------|-------------------|
| 1. Labour Day       | 7. New Year's Day |
| 2. Thanksgiving Day | 8. Good Friday    |
| 3. Remembrance Day  | 9. Easter Monday  |
| 4. Christmas Eve    | 10. Victoria Day  |
| 5. Christmas Day    | 11. Dominion Day  |
| 6. Boxing Day       | 12. B. C. Day     |

**6.02** The above Plant Holidays will be taken as specified below for the duration of this Collective Agreement. If, at any time it is discovered that a date has been set in error, the Company and the Union will re-negotiate the appropriate date for the Plant holiday in question:

2003/2004		
Labour Day	Monday	September 2, 2003
Thanksgiving Day	Monday	October 13, 2003
Remembrance Day	Monday	November 10, 2003
Christmas Eve	Wednesday	December 24, 2003
Christmas Day	Thursday	December 25, 2003
Boxing Day	Friday	December 26, 2003
New Year's Day	Thursday	January 1, 2004
Good Friday	Friday	April 9, 2004
Easter Monday	Monday	April 12, 2004
Victoria Day	Monday	May 24, 2004
Canada Day	Friday	July 2, 2004
B.C. Day	Monday	August 2, 2004

<b>2004/2005</b>		
Labour Day	Monday	September 6, 2004
Thanksgiving Day	Monday	October 11, 2004
Remembrance Day	Friday	November 12, 2004
Christmas Eve	Friday	December 24, 2004
Christmas Day	Monday	December 27, 2004
Boxing Day	Tuesday	December 28, 2004
New Year's Day	Monday	January 3, 2005
Good Friday	Friday	March 25, 2005
Easter Monday	Monday	March 27, 2005
Victoria Day	Monday	May 23, 2005
Canada Day	Friday	July 1, 2005
B.C. Day	Monday	August 1, 2005

<b>2005/2006</b>		
Labour Day	Monday	September 5, 2005
Thanksgiving Day	Monday	October 10, 2005
Remembrance Day	Friday	November 11, 2005
Christmas Eve	Monday	December 26, 2005
Christmas Day	Tuesday	December 27, 2005
Boxing Day	Wednesday	December 28, 2005
New Year's Day	Monday	January 2, 2006
Good Friday	Friday	April 14, 2006
Easter Monday	Monday	April 16, 2006
Victoria Day	Monday	May 22, 2006
Canada Day	Friday	June 30, 2006
B.C. Day	Monday	August 7, 2006

- 6.03** Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or at the end of the vacation period.
- 6.04** In order to qualify for eight (8) hours pay for the above Plant Holidays, the employee must have completed thirty (30) calendar days employment with the Company.
- 6.05** In order to qualify for such holiday pay the employee must work the day before and the day after a Plant Holiday, except where permission was previously obtained, or the employee gives reasons for being absent which are acceptable to the Company.
- 6.06** Employees not actively employed because of:
- Lay off
  - Unpaid leave of absence
  - Illness ] and not eligible for W.C.B. payments for the involved Plant Holiday(s),
  - Injury ] with a Doctor's certificate if required by the Company.

and who work some time within the fourteen (14) day period prior to, or the fourteen (14) day period following the Plant Holiday(s) in question, will qualify for Plant Holiday pay for such Plant Holiday(s).

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**ARTICLE 7 - VACATIONS WITH PAY**

**7.01** Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

<u>Hours of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4%
1 Yr. but less than 3 yrs	2 weeks	4% or 2 weeks*
3 Yrs but less than 7 yrs	3 weeks	6% or 3 weeks*
7 Yrs but less than 15 yrs	4 weeks	8% or 4 weeks*
15 Yrs but less than 20 yrs	5 weeks	10% or 5 weeks*
20 Yrs but less than 30 yrs	6 weeks	12% or 6 weeks*
30 Yrs and over	7 weeks	14% or 7 weeks*

\*Pay at employee's current classified rate whichever is greater at the time the vacation is taken.

**7.02 VACATION ALLOTMENT - SICKNESS - LAYOFF**

Authorized leave of absence for sickness or accident or other causes acceptable to the Company, excluding layoff beyond two (2) months, shall not affect the employee's right in respect to vacations with pay.

**7.03 CUT-OFF DATE**

The vacation cut-off date will be June 30th of each year and vacation pay will be calculated to include the last pay period which has its last day in June.

**7.04 VACATION YEAR**

Vacation year will be from July 1st to June 30th each year.

**7.05 VACATION SHUT-DOWN**

The Company reserves the right to shut down a part or all of an operation, for two (2) weeks of vacation, during the period of July 1<sup>st</sup> to August 31<sup>st</sup>. The date of the shut-down period will be announced by April 1<sup>st</sup>.

**7.06 VACATION PERIOD**

Vacations will be scheduled by May 1<sup>st</sup> of each year for the vacation period of June 1<sup>st</sup> to September 30<sup>th</sup>. Employees will have preference of vacation periods in accordance with their seniority within departments and/or job groupings, to the extent that they will not unduly interfere with production schedules.

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Vacations for the period October 1<sup>st</sup> to May 31<sup>st</sup> must be scheduled by the last day of August and taken by May 31<sup>st</sup>. Vacations not scheduled by the last day of August shall be done so by consultation between the employer, employee and shop steward. If no agreement is reached, the employer may assign the vacations not settled. The Company will post a list of employees and their vacation dates.

**7.07 a) VACATION PAY - WHEN PAYABLE**

Vacation pay will be paid a minimum of one (1) week but in no case more than two (2) weeks in advance of vacation. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

**b) VACATION PAY AND STATEMENT**

It is agreed that the Company will pay vacation pay with a separate cheque and an itemized statement.

c) Vacations may not be waived by an employee except in the case of an employee who has been absent due to sickness, accident or layoff for a consecutive period at least equal to his or her legislated annual vacation entitlement, who may by his or her own choice take vacation pay in lieu of any vacation in excess.

**7.08 VACATION PAY - ON TERMINATION**

Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid:

- Less than 3 years employment	4%	or 2 weeks
- 3 Years but less than 7 years employment	6%	or 3 weeks
- 7 Years but less than 15 years employment	8%	or 4 weeks
- 15 Years but less than 20 years employment	10%	or 5 weeks
- 20 Years but less than 30 years employment	12%	or 6 weeks
- Over 30 years employment	14%	or 7 weeks

**ARTICLE 8 - SENIORITY**

**8.01 SENIORITY PRINCIPLE**

a) The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein shall have reference to an employee's right to a job based upon his length of service with the Company and his potential to efficiently fulfill the job requirements.

b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and re-hiring after lay-offs or termination will be done strictly in accordance with the principles set forth in 8.01 a).

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c) **PROBATIONARY PERIOD**

- i) Seniority of each employee covered by this Agreement will be established after a probationary period of sixty (60) days worked which may be accumulated over a period of twelve (12) months. When an employee has established seniority as above, his seniority commences from date of hire.
- ii) During such probationary period, all of the provisions of this Agreement shall apply unless specifically noted to the contrary except the probationary employee may be terminated or laid off for any reason. No grievance will be filed in connection with such termination or lay-off except on the grounds of discrimination alleging violation of Article 3 of this Agreement.

**8.02 SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:**

- a) Occupational injury
- b) Absence from employment while serving in the non-permanent Armed Forces of Canada
- c) Absence due to illness or non-occupational injury
- d) Jury duty, Union gatherings and collective bargaining negotiations
- e) Authorized leave of absence
- f) Lay-off for the following periods, after which an employee's seniority will terminate:
  - 1. Less than 12 months seniority - 6 months
  - 2. Over 12 and less than 60 months seniority - 12 months
  - 3. 60 months or over seniority - 36 months

**8.03 SENIORITY STANDING WILL BE CANCELED IF AN EMPLOYEE:**

- a) Voluntarily quits the employ of the Company
- b) Overstays authorized leave of absence except by reasons of force majeure
- c) Is discharged and not reinstated under the terms of this Agreement
- d) Is recalled to work and does not report within six (6) working days of receiving notice by registered mail
- e) Is still on lay-off and the seniority retention period has elapsed as described in 8.02 f)
- f) Leaves the bargaining unit for more than twelve (12) months to work in a supervisory capacity

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**8.04 RECALL PROCEDURE**

Laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union Committeeman.

It is the responsibility of laid-off employees to keep the Company informed of their current address and telephone number.

**8.05 a) SENIORITY LISTS**

The Company will prepare Seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. Employee's name and clock number
2. Employee's starting date
3. Employee's regular classification and regular rate of pay
4. Probationary employees will also be shown on the list.

**b) SENIORITY LISTS - ADDITIONAL**

Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month, if requested.

**8.06 RETIREMENT**

Employees who reach their sixty-fifth (65th) birthday will be retired from the Company effective on the last day of the month in which the employee has his 65th birthday, and thereupon the employee's employment and seniority shall be terminated.

**8.07** A displaced employee with greater plant-wide seniority may bump a junior employee from a job, providing he has done the job and can still perform it efficiently.

**8.08** A displaced employee with greater plant-wide seniority may bump the most junior employee in one of the following departments providing that he can do the job efficiently:

1. Molding and Core Department (includes Pattern Control and Stores)
2. Melting

- 
3. Finishing
  4. Quality Control
  5. Maintenance and Pattern Maintenance
  6. Manufacturing (includes Fabrication and Assembly)
  7. An employee with five (5) or more years seniority will maintain his rate if he bumps into Class 7, provided that there are no jobs that he can bump into in the foundry.
  8. If a displaced employee with greater plant-wide seniority is unable to do the job of the most junior employee in one of the departments listed, he may bump the next most junior employee in one of the departments listed.
  9. Company will advise the Union prior to any lay-off.

**8.09** The principle will prevail that: no one should benefit from a cut-back. If a job has been vacated during a cut-back, and it is re-instituted due to build-up, then the individual who last vacated that job must return to that position (providing that he has not won a posting in the meantime). In this way he vacates his temporary cut-back position, which must be posted plant-wide if it is not automatically filled in accordance with this principle.

**8.10 HIRING**

Hiring for Bargaining Unit positions will be conducted on a gender neutral basis, subject only to the applicants' ability to perform the work available within the bargaining unit.

**8.11 NEW LEGISLATION**

In the event that legislation governing lay-offs is implemented which overrides the collective agreement, the company and the union agree to enter into discussion about implementation and application to deal with such legislation.

**8.12 HUMAN RIGHTS**

The Union and the Company recognize the right of employees to work in an environment of mutual respect free from harassment, including sexual and racial harassment. Management will take measures that are deemed appropriate against persons under their direction who engage in harassment of another employee.

In any arbitration case arising out of or relating to sexual or racial harassment conduct, where an arbitrator finds that sexual or racial harassment has occurred the arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator employee. The arbitrator may direct a transfer of the perpetrator without regard to the perpetrator's seniority.

**8.13** The Company and the Union agree that an employee may leave the Bargaining Unit to work in a staff or supervisory capacity for a period of up to 12 months and during that period the employee will maintain and accumulate seniority.

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The Company agrees that the union dues will be deducted from such employee at the rate of 2 hours pay per month based on the last rate of pay the employee received while still in the Bargaining Unit. The Company will remit to the U.S.W.A. the dues deducted, on a monthly basis.

## **ARTICLE 9 - SAFETY AND HEALTH**

### **9.01 SAFETY AND HEALTH - RESPONSIBILITY**

- a) The Company agrees that it is the responsibility of the Company to make adequate provisions for the safety and health of the employees during the hours of their employment.
- b) The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.

### **9.02 SAFETY COMMITTEE**

It is mutually agreed that a Safety Committee consisting of up to five (5) employees selected by the Union will meet with a Management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the notice board. In recognition of the requirements of production, employee attendance at the Safety Committee meetings will conform to the following provisions:

- a) Three (3) employees representing the foundry, one from Melting, one from Molding and one from Finishing
- b) One (1) employee representing all of the Robar Manufacturing Departments (Assembly and Fabrication).
- c) One (1) employee representing all of the Maintenance or Maintenance related departments.
- d) No more than one (1) employee from any one department will attend at one time unless mutually agreed by the Company and the Union.

### **9.03 HOUSEKEEPING AND SANITATION**

All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

### **9.04 WASHROOM/LUNCHROOM**

Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company, and kept in a sanitary condition. The Company will supply towels, soap and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

### **9.05 INJURED EMPLOYEE - REPORTING PROCEDURE**

Any employee suffering an injury while in the employ of the Company (performing or engaged in any activity which is covered by Workers' Compensation) must report immediately to the First Aid Department (Attendant) or as soon thereafter as possible, and must contact the Supervisor or the Payroll Clerk as soon as is practical to keep the

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Company informed of progress after the injury. Persons absent for more than the day of the injury shall keep the Company informed on a regular basis beginning as soon as possible after first treatment.

**9.06 INJURED EMPLOYEE - TRANSPORTATION**

If necessary, employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or a hospital and will be accompanied to the hospital by a person whose qualifications are deemed, by the Company and the Safety Committee, to be appropriate to the injury, all in accordance with prevailing W.C.B. regulations.

**9.07 INJURED EMPLOYEE - DAILY EARNINGS**

If an employee is injured on the job, the Company will maintain his normal daily earnings for the day of injury.

**9.08 EMPLOYEE WORKING ALONE**

Where an employee is employed under conditions where he might be injured and not be able to secure assistance, the employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.

**9.09** The Company agrees to provide suitable gloves and other personal protective items that are presently being supplied to the employee at no cost, subject to job requirements, providing that worn out items be returned before new or reconditioned items are issued in replacement, and that replacement due to loss, or abuse, (except in extenuating circumstances) shall become a cost to the employee who shall be responsible for the condition of the items beyond ordinary wear and tear.

**9.10** A qualified First Aid Attendant will be provided in accordance with prevailing Workers' Compensation Board regulations and when molten metal is being handled.

**9.11** The Company will, once annually, credit each full-time regular employee a safety boot allowance after the employee submits a sales invoice for the boots. The annual allowance is one hundred and twenty dollars (\$120.00). Any unused allowance shall be added to the following year's allowance. Any unused allowance will be forfeited to the Company on the expiry date of this Agreement

**9.12 PRESCRIPTION LENSES**

For full-time regular employees, in case of accidental breakage or destruction of prescription lenses on the job, the Company will contribute the full cost of one set of safety prescription lenses (or for repair and/or refurbishing) for one time only, up to a maximum of one hundred and twenty-five dollars (\$125.00); and for subsequent accidental breakage or destruction on the job, will pay fifty percent (50%) of the cost of replacement (or for repair and/or refurbishing) once more in each calendar year, except for welders, maintenance employees, furnace charging and tapping, and metal distribution personnel, for which the Company will pay up to two (2) - fifty percent (50%) cost sharing to a maximum of one hundred and twenty-five dollars (\$125.00) each in each calendar year.

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**ARTICLE 10 - GENERAL PROVISIONS**

**10.01 CONSULTATION WITH UNION - PRIOR TO CERTAIN CHANGES**

The Company agrees to consult with the Shop Steward or Grievance Committeeman if available on the premises prior to discharging, laying-off, transferring, promoting or demoting any employee.

The Union representative will be given time to meet with such employee prior to a meeting with Management.

**10.02 BULLETIN BOARDS**

The Union will have the exclusive use of one (1) Bulletin Board on the premises of the Company and provided by the Company for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Shop Stewards of the plant.

**10.03 NOTICES - BETWEEN COMPANY AND UNION**

Any notice required to be given to the Company under the terms of this Agreement will be given by registered mail addressed to it at 12945 - 78th Avenue, Surrey, British Columbia, V3W 2X8. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address.

**10.04 UNION ACCESS TO PLANT**

A Representative of the Union will have access to the Company's premises after obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.

**10.05 BEREAVEMENT PAY**

If a death occurs in the immediate family of an employee, the Company will grant three (3) days paid leave of absence with pay.

For the purpose of this agreement, the immediate family will include:

- Spouse or Common-law Spouse
- Children or Common-law Children
- Mother or Father
- Mother or Father-in-law
- Sister or Brother

In order to receive bereavement pay, the employee will be required to provide the Company with proof of death and relationship.

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**10.06 JURY DUTY**

If an employee is summoned or subpoenaed for jury selection or for jury duty, the Company will grant the employee leave of absence with pay, which will be the difference between his regular pay and the moneys received for jury duty. On any day when an employee is called but not chosen for duty he must return to work for the balance of the shift. He must supply the Company with a statement of time of reporting and release when not chosen for duty and an official statement of payment for duty.

**10.07 REST PERIODS**

Employees will be allowed two (2) coffee breaks of fifteen (15) minutes each on Company time; one in the first half of each shift and one in the second half.

**10.08 FOREMEN AND CHARGEHANDS IDENTIFICATION**

The names of all Foremen and Chargehands, setting forth their official status will be posted on the Company's Bulletin Board(s).

**10.09 UNION APPOINTEES - IDENTIFICATION**

The Union will maintain with the Company a current list of the names of Shop Stewards, Committeemen and Staff Representatives.

**10.10 UNION COMMITTEES**

Union Committees as provided for in this Agreement will be of a size that will not unduly curtail production.

**10.11 NEW EMPLOYEES**

The Shop Steward will be notified when new employees are hired and they will be introduced to the Shop Steward as soon as possible after hiring.

**10.12 PICKET LINE**

No employee shall be required to cross a legal picket line recognized by the Union.

**10.13 PAST PRACTICES**

The Company agrees that the following past practices will be continued at no cost to the employees providing the items concerned are reasonably used in the manner in which they are intended.

1. Coffee and coffee supplies
2. Electrolyte that will be available through First Aid.
3. Lunch room refrigerator
4. Small tools such as shovels, wrenches, etc. necessary for production employee's work, conditional upon their responsible and reasonable use. Loss or abuse may be reason for discipline and for replacement at the employee's cost.

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5. The Company will repair or replace maintenance employees' personal tools which have been listed by the employee, the list to be deposited with the Company, in cases where it can be verified that the tools were lost, damaged or stolen other than by the employee's negligence during or in connection with the employee's employment duties. In any event, replacement of individual tools for other than extenuating circumstances such as a toolbox theft or catastrophe in the plant, shall not exceed \$50.00 per year.
  6. Work proficiency related training courses and material deemed appropriate and approved by the Company, including first aid course fees, for which the Company will advance fifty percent of the fee for registration and material costs for the first time an employee takes a course, with the understanding that if the course is successfully completed, or for reasons acceptable to the Company is not completed and passed, the Company will pay for the balance of the course fees. On subsequent approved courses the Company will pay the full fees and material costs for employees who have previously completed and passed an approved course.

#### **10.14 LAY-OFF NOTICE**

In cases of lay-off, if more than 5 employees are being laid off, the Company will give a minimum of 3 days notice or pay in lieu of.

- 10.15** Employees will take orders from senior management only when the employee's immediate Foreman or Chargehand is not readily available.

#### **10.16 a) Personnel Records**

- (i) One personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
  - (ii) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer.
- (b) **Employee Access to Personnel File** An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. On request, and with the Employee's request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.
- (c) **Union Access to Employee Personnel File** A representative of the Union shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and written request to the Employer. On request, and with the Employee's request, the Union representative shall be provided with copies of any document or record contained in the Employee's personnel file.

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**10.17 Discipline**

- (i) The Employer shall only discipline, suspend, discharge or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer.
- (ii) Any Employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward, grievance Committee member or other Union designee.
- (iii) The Employee, the Shop Steward or grievance Committee member and the Local Unit President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action within twenty-four (24) hours of the taken action.

**10.18 Relief**

All written warnings and reprimands shall be rescinded, and removed from the Employee's personnel file, after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against the Employee thereafter.

All suspensions shall be rescinded and removed from the Employee's personnel file after a period of eighteen (18) months after the date of issued disciplinary action and shall not be used against the Employee thereafter.

**10.19 Letters of Understanding and Memorandums**

- a) **Form Part of Collective Agreement** The Company and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties, shall be considered as part of the Collective Agreement.
- b) **Copies to Union** The Company agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement, and Appendices, which form part of the current Collective Agreement.
- c) **Renewal All Agreements**, Letters of Understanding, or Memorandums of Agreement issued prior to the signing of this Agreement, and not renewed, shall become null and void after signing of this Collective Agreement.

Renewed Letters of Understanding shall remain in effect during the terms of this Agreement

**ARTICLE 11 - GRIEVANCE PROCEDURE**

**11.01** Where a difference arises between an employee and the Company, or between the Company and the Union, relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, it shall be finally and conclusively settled, according to the grievance and arbitration procedure which follows.

**11.02** Grievances of a group or general nature submitted by the Company or by the Union shall be in writing and shall be submitted at Step 2. within ten (10) working days of the event giving rise to the grievance.

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**11.03** Except for Company and Union grievances, all grievances shall be resolved as follows:

**STEP 1.** It is generally understood that an employee has no grievance until he, either directly or through the Union, has first given the employee's Supervisor an opportunity to resolve the grievance.

If, after registering the grievance with the employee's Supervisor and such grievance is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

**STEP 2.** The grievance shall be submitted in writing to the Payroll Office either directly or through the Union. The Supervisor will meet with the employee's Union Steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The Supervisor within a further five (5) working days will give the Employer's answer on or attached to the grievance form.

**STEP 3.** If the grievance remains unsettled at the conclusion of Step 2, the grievance may be submitted to the General Manager, who shall within five (5) working days hold a meeting with the Union Grievance Committee (not to exceed two (2) in number) in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The General Manager will within a further five (5) working days give the Employer's decision in writing to the Union on or attached to the grievance form

If settlement is not reached the grievance will proceed to Step 4..

**STEP 4.** Arbitration – Expedited Arbitration

**11.04 TIME LIMITS (WORKING DAYS) AND STEPS WILL BE AS FOLLOWS:**

<u>Appeal To</u>	<u>Time</u>	<u>Answer</u>
Step 1	Within 10 days of the grievor's knowledge of the occurrence of the grievor	3 days
Step 2	Within 5 days of answer	5 days
Step 3	Within 5 days of answer	5 days
Step 4	Within 30 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

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If either party fails to act within any of the time limits, or within an agreed upon extension, it will be deemed that that party has abandoned its position and that the position of the other party has been established, except in a case where the Union or the Company withdraws the grievance.

**11.05 DISCHARGE CASES**

If an employee believes that he has been unjustly discharged, he may commence grievance procedure and it will be instituted at Step 2.

**11.06 WARNING - SUSPENSION - DISCHARGE**

Employees may only be warned, suspended or discharged for just cause.

**ARTICLE 12 - EXPEDITED ARBITRATION**

**12.01** Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances.

The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing within the collective agreement, with due regard to the following.

**12.02** An Arbitrator, shall be appointed by the Vice-Chairman - Mediation Services to hear the cases. Their expenses and fees will be borne by the Parties. The fees are to be in an amount agreed to by all three Parties.

**12.03** a) Within thirty (30) calendar days after receipt of the Step 3 answer The Company or the Union initiating the grievance shall assess which grievances shall be referred to Expedited Arbitration, and will so notify the other Party, or their designate. Should the representatives of the other Party deem that the issue does not meet the criteria of section 12.06 (a) of this Article, the initiating party will nonetheless proceed to Expedited Arbitration for resolution. In this situation, however, the first issue that must be ruled upon by the Arbitrator is whether or not the subject matter is one that meets the criteria of section 12.06 (a).

If the Arbitrator concludes that the case is not appropriate for the Expedited Arbitration process, the case shall be referred back to the initiating party for further determination as if at the conclusion of the Third Stage of the grievance procedure.

b) The date of the hearing shall be within ten (10) calendar days of the appeal unless an extension of time is mutually agreed upon by all three parties.

**12.04** Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated active Local 2952 member and a designated representative of the local Plant Management. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.

**12.05** a) The hearing shall be informal  
b) No briefs shall be filed or transcripts made  
c) There shall be no formal evidence rules

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- d) The Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one.
  - e) If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the parties, the case shall be referred back to the initiating party for final deposition.
  - f) The Arbitrator shall render his written decision within five (5) workdays following the date of the hearing. Their decision shall be based on the facts presented by the parties at the hearing, and shall include a brief written explanation of the basis for their conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both parties.

- 12.06** a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
- b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 12 of this Agreement.

**12.07 ARBITRATION**

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

- 12.08** Any matter referred to arbitration, as provided in 12.07 hereof, shall be submitted to a single arbitrator selected from the following list:

1. Dalton Larson
2. Vince Ready
3. Don Munroe
4. Stephen Kelleher

- 12.09** The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

- 12.10** The arbitrator shall be chosen from the list and mutually agreed on. Should the one selected be unable to act within 30 days, another will be chosen.

- 12.11** The arbitrator shall have the right to enter any premises where work is being done or has been done by the employee or in which the employer carries on business or where anything is taking place or has taken place concerning any of the differences submitted to him and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.

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- 12.12** If, during the life of this Agreement, one of the Arbitrators named in 12.08 hereof withdraws from the list, the parties shall appoint a replacement by mutual agreement in writing.
- 12.13** The Union and the Company shall each pay one-half of the remuneration and expenses of the Arbitrator.
- 12.14** The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.
- 12.15** A claim by an employee that he has been unjustly discharged, suspended or laid off may be settled by confirming the Company's decision in discharging, suspending or laying off the employee, or by reinstating the employee with such compensation, either full or partial, as may be agreed upon by the conferring parties or determined by Arbitrator, as the case may be.

### **ARTICLE 13 - INSURANCE AND MEDICAL PLAN**

- 13.01** The Company agrees to pay the premium for a Medical and Insurance Plan with the following coverage:

#### **13.02 COVERAGE**

- **MEDICAL**

The medical coverage will be equivalent to that supplied by the Medical Services Plan of British Columbia or C. U. & C.

- **EXTENDED HEALTH BENEFITS**

- **INSURANCE COVERAGE**

1. Life Insurance \$30,000
2. A. D. & D. \$30,000
3. Weekly Indemnity UIC Maximum (1-4-26)
4. Sub-Sections 2 and 3 above will not apply when Workers' Compensation is payable.

#### **13.03 GENERAL PRINCIPLES**

1. Premium costs of both the Medical and Insurance Plans will be paid: Employer - 100%.
2. Participation in the Plan will be a condition of employment.
3.
  - a) Coverage will be provided during lay-off, up to a cumulative maximum of three (3) months, in a calendar year, beyond the current month of lay-off.
  - b) Coverage during lay-off will be supplied without charge to the parties.

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**13.04 INSURANCE COVERAGE COMMENCES:**

Insurance coverage will commence when an employee has completed the probation period.

**ARTICLE 14 - DENTAL PLAN**

**14.01** The Company agrees to pay the premiums for a dental plan equivalent to M.S.A. or C. U. & C. as follows:

**14.02 COVERAGE**

- Basic Dental 100%
- Prosthetic appliances and crown and bridge procedures 50%

**14.03 PREMIUM DIVISION**

- Employer 100%

**14.04 PARTICIPATION**

A condition of employment

**14.05 EFFECTIVE DATE**

Dental coverage will commence when an employee has completed the probation period.

**14.06** An annual financial statement will be supplied to any Union whose members are covered under this Plan and a named Union representative may obtain knowledge of the plan and discuss claims with the underwriter.

**ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY**

**15.01 LEAVE FOR PERSONAL REASONS**

- 1) An employee may be allowed a leave of absence without pay for up to thirty (30) days for personal reasons if:
  - a) he requests it from the Company in writing giving the reasons, and,
  - b) the Company believes the leave is for a good reason and does not interfere with the Company's operation.

If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and Union, he will be considered as having terminated his employment.

- 2) A leave of absence may be extended up to thirty (30) calendar days if there is good reason and the Company and the Union Committee agree to it. The employee must request the extension in writing before his first leave period has terminated.
- 3) The Union will be notified of all leaves granted under this Section.

#### **15.02 LEAVE TO ATTEND UNION MEETINGS**

Employees who have been elected or appointed by the Union to attend International, National or Local meetings other than negotiations will be granted leave of absence without pay for this purpose. Not more than three (3) employees may take such leave at one time for a duration up to three (3) working days. They must give the Company ten (10) days notice in writing. Not more than two (2) employees may take up to five (5) working days leave at one time and they must give the Company ten (10) days notice in writing. Not more than one (1) employee from any one department will be granted leave of absence for this purpose at one time.

#### **15.03 LEAVE FOR UNION BUSINESS**

1. The Company shall grant an employee a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave shall be extended for additional three (3) year periods.
2. Not more than one (1) employee may be on leave under this Section at any one time.

### **ARTICLE 16 - WAGES**

#### **16.01 WAGE SCHEDULE**

- a) The job classifications and rates of pay listed in Article 22 - Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.
- b) The rates set forth in Article 22 - Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.
- d) **RED-CIRCLE RATE**

It is agreed that where Red-Circle Rates exist they will continue to exist while the employee is employed in that specific job classification and in addition will receive the negotiated wage increase.

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**16.02 NEW OR CHANGED JOB CLASSIFICATION**

- a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

**16.03 a) DAILY RATE RETENTION**

An employee will be allowed daily rate retention at the rate of the highest rated classification worked by him during each shift, provided that he is assigned to the work for a period exceeding one (1) hour, and such rate shall be used as the basis to calculate overtime.

**b) RATE RETENTION**

All employees who have been classified at a higher rate for thirty (30) calendar days or more shall, if reclassified to a lower rate classification, continue to retain and receive the higher rate for fourteen (14) calendar days. If the employee reverts to a higher rated job during the aforementioned fourteen (14) days, he shall commence a new fourteen (14) day period of rate retention if subsequently moved to a lower rated job, and an employee shall continue to re-qualify himself for fourteen (14) day rate retention each time he reverts to his higher rated job.

**16.04 CHEQUE ISSUE - NO DELAY**

The Company will make provisions so that there will be no undue delay in issuing cheques on pay day.

**16.05 STATEMENT OF EARNINGS**

The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated.

**16.06 FIRST AID**

- a) The Company will maintain the minimum number of First Aid Attendants as required by the Workers' Compensation Board.
- b) Six (6) First Aid Attendants may be protected from layoff because of seniority when forty (40) men or more are employed.
- c) The company will pay the First Aid Attendants the premium as determined by the required certificate level as per W.C.B. rule.  
  
The W.C.B. rules states that a Level 2 First Aid Certificate is required and the company will pay the rate of \$0.75 per hour over the employee's rate.
- d) The Company will advance fifty percent (50%) of the cost of any first aid courses.

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- e) The cost of the First Aid course taken after receiving the first ticket will be paid for by the company.
  - f) If the employee does not pass the test, he/she will refund the company for the amount of the fee.
  - g) An employee may elect to take a first aid course on his own time and the company will allow one day with pay for exam.
  - h) The company will appoint First Aid Attendants by seniority, as needed.

#### **16.07 PAYMENT OF WAGES - IRREGULAR**

Any employee being discharged, laid off, or leaving of his own accord will be paid all wages due to him as promptly as possible, or in any event, within forty-eight (48) hours of the expiration of the next working day.

#### **16.08 LEAD HAND, CHARGE HAND and SHIFT CHARGE HAND**

The company appoints as per Seniority provisions Lead Hands, Charge Hands and Shift Charge Hands as required based on production levels and supervisory staff available. The company agrees that such positions will be assigned to any employees, regardless of their status in the union, provided that they have demonstrated their ability to meet the requirements detailed in the following descriptions. When more than one employee qualifies, the employee with more seniority will be selected.

- A) **LEAD HAND:**  
A LEAD HAND is an employee who is assigned the responsibility to instruct and train others in the performance of their work. He will be held responsible for the quality of work performed by employees working under his instruction.
- B) **CHARGE HAND:**
  1. A CHARGE HAND is a union employee who is assigned the responsibility to instruct and train others in the performance of their work. The CHARGE HAND is held responsible for the quantity and quality of work performed in the department under his control.
  2. The Company has the right to decide when a CHARGE HAND is required in a department.
  3. The CHARGE HAND reports to his immediate supervisor or an appointee, or the Shift Charge Hand.
  4. The CHARGE HAND is expected to perform production work as well as direct and train others in the performance of their work.
  5. The CHARGE HAND is responsible for good housekeeping, safety and the conduct of workers in the area under his control.
  6. The CHARGE HAND is responsible for the inventory of supplies and materials in his department. He will requisition material and supplies through his/her supervisor.
  7. The CHARGE HAND is responsible for keeping his supervisor informed of the condition of the equipment and facilities used in his department. He will report, in writing, to his supervisor all malfunctions of equipment and will

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requisition maintenance work in the same way as he requisitions materials and supplies.

8. The CHARGE HAND is responsible to report to his supervisor the following:

- a) Production information, when requested,
- b) Any variance from standard operating procedures,
- c) Failure to meet production or quality standards,
- d) Insubordination or refusal of an employee to perform assigned work,
- e) Any infraction of Company rules,
- f) Use of alcohol or drugs on the Company premises,
- g) Unsafe work habits or conditions,
- h) Damage to equipment and property and provide details, (whether accidental or intentional,)

9. The CHARGE HAND may be required to work shift work.

C) **SHIFT CHARGE HAND:**

All responsibilities detailed under CHARGE HAND apply to the SHIFT CHARGE HAND. In addition, the SHIFT CHARGE HAND and his added responsibilities are detailed below:

1. The SHIFT CHARGE HAND is a union employee who is assigned the responsibility to instruct and train others in the performance of their work. The SHIFT CHARGE HAND is held responsible for the quantity and quality of work performed during the shift he supervises.
2. A SHIFT CHARGE HAND is appointed when there is no staff supervisor available and a production shift is being worked.
3. The SHIFT CHARGE HAND reports to his immediate supervisor or an appointee.
4. The SHIFT CHARGE HAND is responsible for taking corrective action in case of any emergency and contacting his supervisor and/or the appropriate authorities. (i.e. police, fire, ambulance etc.)
5. The SHIFT CHARGE HAND is responsible for the safeguard and protection of all Company property and reporting infractions or violations as soon as he becomes aware of such infractions or violations.
6. The SHIFT CHARGE HAND is required to make sure that no unauthorized or unexpected person or persons are on the premises during the shift he supervises, including family members, friends of employees or past employees.
7. The SHIFT CHARGE HAND is responsible for the work attendance of all employees during the shift he supervises including returning to the work station, on time, after coffee breaks and lunch breaks and remaining at their work station until quitting time.

**16.09 PREMIUMS**

Lead Hand	4% per hour
Charge Hand	7% per hour
Shift Charge Hand	8% per hour

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**16.10** An employee working as Lead Hand or Charge Hand will receive the appropriate premium above the highest classification in the department he supervises or above his own rate, which ever is greater.

An employee working as Shift Charge Hand will receive the appropriate premium above the highest classification he supervises or above his own rate, which ever is greater.

If an employee working under a Lead Hand, Charge Hand or Shift Charge Hand, is on rate retention from a previously held classification, the classification that the subordinate employee is working in, will determine the rate to be received by a Lead Hand, Charge Hand or Shift Charge Hand.

## **ARTICLE 17 - JOB POSTING**

**17.01** All job openings (not temporary) in the bargaining unit, will be posted on the Bulletin Board for three (3) working days .

**17.02** Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01 (a) of this Agreement.

### **17.03 JOB APPLICATIONS - DELAYED**

If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work.

1. Vacation
2. Authorized leave of absence not exceeding thirty (30) days from termination of the posting.
3. Absence resulting from accident or illness not exceeding thirty (30) days from termination of the posting.
4. Absence on Workers' Compensation not exceeding forty-five (45) days from termination of the posting.

### **17.04 TRIAL PERIOD**

The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.

### **17.05 RETURN TO FORMER JOB**

In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days of such promotion he is not performing efficiently, or the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority. If additional people are required, they will be drawn from the previous posting, provided however, there are enough applicants on the previous posting to fill the vacancy.

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**17.06 SUCCESSFUL APPLICANT NOTICE**

The name of the successful applicant will be posted no later than five (5) days after the removal of the job posting. All job postings not filled by successful applicants within thirty (30) days are considered void.

**17.07 JOB OPENINGS - TEMPORARY**

Job openings not subject to the job posting procedure shall mean job openings resulting from absences allowed under the terms of this Agreement up to a maximum of thirty (30) days. These job openings shall be filled in accordance with the principles established in 8.01 (a) and (b) of the Collective Agreement.

**17.08** In the event that none of the applicants meet the requirements of the job in relation to Section 8.01(a) of this Agreement, the Company may fill the vacancy from any available source.

**ARTICLE 18 - PENSION**

**18.01** The Pension Plan Agreement made between the Union and certain employer companies on the 16th day of November, AD 1959, (including any subsequent amendments thereof) a copy of which is annexed hereto, is a part of this Collective Agreement and the parties to this Collective Agreement are bound by the terms thereof.

**18.02** The Company will pay one dollar and forty cents (\$1.40) per hour worked pension contribution on behalf of members of the pension plan. September 1, 2005, the Company will pay one dollar and sixty-five cents (\$1.65) per hour worked pension contribution on behalf of members of the pension plan.

**18.03** The Company will pay the pension contribution for employees granted leave of absence under Section 15.02 - LEAVE TO ATTEND UNION GATHERINGS.

The Company will be reimbursed for the Company contributions from the employee's first pay cheque after the leave of absence.

**ARTICLE 19 - COST OF LIVING ALLOWANCE**

**19.01** Cost of living allowance is not applicable for the duration of this collective agreement.

**ARTICLE 20 - TECHNOLOGICAL CHANGE**

**20.01** The Company and the Union recognize that technological change is necessary in order to ensure the viability of the Company and provide the basis for ongoing benefits to the employees.

**20.02** For the purpose of this agreement, "technological change" shall be understood to mean the introduction by the Company of a change in its equipment or material previously used, or a change in the manner in which the Company carried on its work, undertaking or business related to the introduction or elimination of that equipment or material. It is understood that loss of markets, lack of orders, market shifts or depressed business conditions do not constitute technological changes.

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**20.03** Where technological change results in a displacement of more than ten percent (10%) of the employees in the bargaining unit, the provisions of (a), (b) and (c) of this section will apply. "Displacement" as used in this article shall be understood to mean that the services of the employees are no longer needed by the Company on a permanent basis.

- a) Displacement of full time regular employees from employment with the Company. The Company will co-operate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.
- b) An employee being terminated will receive one (1) week's pay for each year of seniority in excess of five (5) years seniority.
- c) Employees who are paid severance pay pursuant to these provisions shall have no other claim for the loss of their employment and if, subsequently rehired, shall be considered new employees for all purposes.

**20.04 SEVERANCE PAY**

In the event of a complete plant closure, each employee with five (5) consecutive years or more service with the Company, and employed by the Company at the time of the plant closure, shall be entitled to receive one (1) week's pay for each year of service.

**ARTICLE 21 - APPRENTICESHIP**

**21.01 APPRENTICESHIP**

- a) It is mutually agreed that apprentices may be indentured under the provisions of the Apprenticeship Act of the Province of British Columbia.
- b) The number of apprentices permitted shall be one (1) for each trade and one (1) additional apprentice for each five (5) qualified journeymen employed in each trade.
- c) Employees with previous experience in the trade may be slotted in an appropriate term of apprenticeship consistent with their level of practical experience and theoretical knowledge in the trade. Employees not satisfied with their initial slotting or subsequent re-slotting may appeal under the various stages of grievance procedure, except that the Director of Apprenticeship shall act as single arbitrator in the dispute and his decision will be final and binding upon the Parties to this Agreement.
- d) In the event of a reduction of employment, apprentices shall be laid off in accordance with their Company seniority within the group of apprentices, and in accordance with the limit set in (b).
- e) Apprentices may "bump" junior employees in other classifications provided they are able to perform the work required in accordance with the terms of 8.01(a) of the Agreement. The apprentice shall receive the rate of pay for the job he is performing.

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- f) The following are the agreed to wage and time schedules for apprentices:

**FOUR YEARS**

Start to 6 mos. - 55%  
6 mos. to 12 mos. - 60%  
12 mos. to 18 mos.- 65%  
18 mos. to 24 mos.- 70%  
24 mos. to 30 mos.- 75%  
30 mos. to 36 mos.- 80%  
36 mos. to 42 mos.- 85%  
42 mos. to 48 mos.- 90%

**FIVE YEARS**

Start to 6 mos. - 55%  
6 mos. to 12 mos. - 60%  
12 mos. to 18 mos.- 65%  
18 mos. to 24 mos.- 70%  
24 mos. to 30 mos.- 75%  
30 mos. to 36 mos.- 80%  
36 mos. to 42 mos.- 85%  
42 mos. to 48 mos.- 90%  
48 mos. to 60 mos.- 95%

- g) All present employees starting an Apprenticeship Plan will begin at Helper's rate or agreed upon rate between Management and the employee concerned.
- h) New employees initially employed as Term 1 Apprentices shall be on probation for three (3) calendar months in conformity with the Apprenticeship Act.

**21.02 APPRENTICESHIP - SCHOOL REIMBURSEMENT**

When an Apprentice attends Apprenticeship Day School, the Company will reimburse him his rate of pay.

**ROBAR INDUSTRIES LTD.**

**ARTICLE 22 - JOB CLASSIFICATIONS**

CLASS	DESCRIPTION	FROM	
1.1	F. Tradesman – Foundry	Posting	
1.2	M. Tradesman – Manufacturing	Posting	
2.2	S. Tradesman – Maintenance	Posting	
3.1	F. Quality Control Technician I	Posting	
3.2	F. Pattern Maintainer	Posting	
3.3	F. Senior Sand Processing Operator (4 years)	Class 4.3	
3.4	M. Senior Specialist – Machining (4 years)	Class 4.11	
3.5	M. Senior Specialist – Welding (4 years)	Class 4.12	
3.6	M. Senior Specialist – Pressman (4 years)	Class 4.13	
3.7	S. Maintenance assistant	Posting	
3.8	S. Shipper	Posting	
3.9	F. Senior Furnace Operator (4 years)	Class 4.1	
3.10	F. Senior Mold-Machine Operator (4 years)	Class 4.10	
3.11	F. Senior Core-Machine Operator (4 years)	Class 4.14	
3.12	F. Finishing Room Op. Cut-off	Posting	
3.13	F. Finishing Room Op Arc-Air	Posting	
3.14	F. Finishing Room Op Heat Treat	Posting	
4.1	F. Furnace Operator 1 (6 months)	Class 5.7	To Class 3.9 After 4 years
4.2	F. Metal Pourer I, (6 months)	Class 5.5	
4.3	F. Sand Processing Operator I, 2 years	Class 5.6	To Class 3.3 After 4 years
4.4	F. Pattern Controller	Posting	
4.5	F. Quality Control Technician II	Posting	
4.9	M. Rubber Machine Operator	Posting	
4.10	F. Mold Machine Operator I, 6 months	Class 5.4	To Class 3.10 after 4 years
4.11	M. Specialist – Machining	Posting	To Class 3.4 after 4 years
4.12	M. Specialist – Welding	Posting	To Class 3.5 after 4 years
4.13	M. Specialist - Pressman (2 years)	Class 6.5	To Class 3.6 after 4 years
4.14	F. Core-Machine Operator 1 (6 months)	Class 5.8	To Class 3.11 after 4 years
5.1	F. Finishing Room Operator II	Posting	
5.2	F. Fork Lift Driver	Posting	
5.3	F. Quality Control Technician III	Posting	
5.4	F. Mold Machine Operator II	Posting	To Class 4.10 after 6 mths
5.5	F. Metal Pourer II	Posting	To Class 4.2 after 6 mths
5.6	F. Sand Processing Operator II	Posting	To Class 4.3 after 2 years
5.7	F. Furnace Operator Trainee (6 months)	Posting	To Class 4.1 after 6 mths
5.8	F. Core-Machine Operator II	Posting	To Class 4.14 after 6 mths
6.1	M. Assemblyman - Operator, 2 years	Class 7.1, 2&3	
6.4	M. Fastener - Operator 2 years	Class 7.4	
6.5	M. Pressman – Operator	Posting	To Class 4.13 after 2 years
7.1	M. Assemblyman – Operator (min 6 months)	Posting	To Class 6.1 after 2 years
7.2	M. Assemblyman - Epoxy/Painter (min 6 months)	Posting	To Class 6.1 after 2 years
7.3	M. Assemblyman – Welder (min 6 months)	Posting	To Class 6.1 after 2 years
7.4	M. Fastener – Operator	Posting	To Class 6.4 after 2 years
8.1	F. Foundry Helpers/trainees	Entry	
8.2	F. Foundry Probationary first 480 hours	Entry	
8.3	M. Manufacturing Probationary first 480 hours	Entry	

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All jobs listed above will be posted and filled in accordance with ARTICLE 8 - SENIORITY and ARTICLE 17 - JOB POSTING

Classes 7.1, 7.2 and 7.3 must have a combined total hours worked of 2 years with a minimum of 6 months in each class to qualify to move to Class 6.1.

**ARTICLE 22 WAGE SCHEDULE**

<b>Class</b>	<b>Sept 1, 2003 0%</b>	<b>Sept 1, 2004 1%</b>	<b>Sept 1, 2005 0%</b>
<b>Class 1</b>	<b>24.03</b>	<b>24.27</b>	<b>24.27</b>
<b>Class 2</b>	<b>24.03</b>	<b>24.27</b>	<b>24.27</b>
<b>Class 3</b>	<b>23.38</b>	<b>23.61</b>	<b>23.61</b>
<b>Class 4</b>	<b>22.29</b>	<b>22.51</b>	<b>22.51</b>
<b>Class 5</b>	<b>21.35</b>	<b>21.56</b>	<b>21.56</b>
<b>Class 6</b>	<b>20.89</b>	<b>21.10</b>	<b>21.10</b>
<b>Class 7</b>	<b>16.90</b>	<b>17.07</b>	<b>17.07</b>
<b>Class 8</b>	<b>15.92</b>	<b>16.08</b>	<b>16.08</b>

**Year 1** – Effective date of ratification a lump sum of \$500.00 net of taxes.

**Year 2** - Effective the first payroll in December 2004 a lump sum payment of \$500.00 before statutory deductions.

**Year 3** – Effective first payroll in December 2005 a lump sum payment of \$500.00 before statutory deductions.

Leaves of absence for union business will be considered as hours worked for the purpose of the lump sum payments in years 1, 2 and 3.

**JOB DESCRIPTION  
MAINTENANCE ASSISTANT**

To qualify for the position of maintenance assistant, the employee will be familiar with the equipment used in the foundry and manufacturing processes. He will be able to perform regular preventative maintenance procedures, unsupervised or without extensive training. The employee must have proven that he is "mechanically minded" and has an

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aptitude for "trouble shooting". Preference will be given to employees who have worked during shut-downs in the past.

The Maintenance assistant will take instructions from a qualified tradesman. It is understood that this position is not a full time position at this time.

### **ARTICLE 23 - UNION NEGOTIATING COMMITTEE**

**23.01** The Union has the right to appoint or otherwise select a Negotiating Committee consisting of two (2) from Local 2952 at Robar Industries Ltd. provided that not more than one employee from any one department will attend a negotiating meeting at one time unless mutually agreed by the Company and the Union.

**23.02** The Negotiating Committee may be accompanied by such full time Staff Representatives as may be appointed by the International Union.

**23.03** During the term of negotiations for a new Collective Agreement, the Company will place employee members of the Negotiating Committee on the day shift.

**23.04** Meetings between the Company and the Union will be held during working hours. Such meetings will be scheduled to meet the convenience of the Company and the Union.

**23.05** The Employer agrees to allow members of the Negotiating Committee the time off work with loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

#### **23.06 OTHER COMMITTEES**

When an investigation of a grievance at Robar Industries Ltd. requires a Grievance Committeeperson or Unit President,, Stewards and other Committeeperson to leave his job or department he shall first give the reasons involved to his foreman, who shall not unreasonably withhold permission for him to leave, and he shall not suffer loss of pay for time spent in the performance of these duties during his regular working hours. Upon completion of the business involved, he shall promptly return to his job.

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**ARTICLE 24 - DURATION OF AGREEMENT**

- 24.01** The Agreement will be effective from September 1, 2003 to and including August 31, 2006. Either party may within the four (4) months preceding August 31, 2006. by written notice require the other party to commence bargaining. The Agreement shall continue in full force and effect until the issuance of statutory strike notice by the Union or the issuance of statutory lockout notice by the Company, and if such strike or lockout takes place, the Agreement shall be wholly terminated but in any event not before 12:00 midnight.
- 24.02** The Agreement will continue from year to year after the expiry date unless written notice of intention to commence collective bargaining, to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other within a four (4) month period prior to the termination date.
- 24.03** During the life of this Agreement, there shall be no strikes, slowdowns, sit-downs or sympathetic strikes by the employees and no lockout shall be entered upon by the Company.
- 24.04** By Agreement of the parties hereto, the provisions of Section 66 (2) of the Labour Code of British Columbia are specifically excluded.

IN WITNESS WHEREOF: The parties have executed this Agreement

dated at Surrey, B.C. this 18th day of February 2004.

**UNITED STEELWORKERS OF AMERICA**  
**(On behalf of Local Union 2952)**

Carol Landry

Jason Baker

Dwight McKay

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**ROBAR INDUSTRIES LTD.**

Michelle Charleston

Jackie Levy

Tom Kuwica

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**LETTER OF UNDERSTANDING #1**

**BETWEEN: ROBAR INDUSTRIES LTD.**

**AND: UNITED STEELWORKERS OF AMERICA**  
(On behalf of Local Union 2952 )

**THE PARTIES ARE AGREED AS FOLLOWS:**

Relative to Article 17, the following minimum qualifications have been established as listed below. In the event of creation of a new or significantly changed job classification, the Parties will attempt to mutually agree on minimum qualifications. Failure to mutually agree on minimum qualifications for each job classification, Management shall have the right to determine minimum qualifications. It is understood that the Union has the right to challenge the decision through the Grievance and Arbitration procedure.

The following positions require the prior experience and qualification specified, or equivalent.

- |     |                                 |  |
|-----|---------------------------------|--|
| 1.  | Chargehand:                     | A Senior classification in the Department  |
| 2.  | Tradesman Welder:               | Specialist Fabricator or Equivalent  |
| 3.  | Specialist Fabricator:          | Assemblyman - Welder   |
| 4.  | Specialist Assembly:            | Assemblyman - Operator   |
| 5.  | Shipper:                        | Assistant Shipper  |
| 6.  | Senior Furnace Operator:        | Furnace Operator 1 (4 years)   |
| 7.  | Furnace Operator 1              | Furnace Operator Trainee (6 months)  |
| 8.  | Q.C. Technician I:              | Q.C. Technician II and Qualification Process   |
| 9.  | Senior Mold/Core Sand Operator: | Trade Qualification or satisfactory completion of Robar Mold Core Qualification Program via Operator I (4 Years) |
| 10. | Millwright Maintenance:         | ] Appropriate trade  |
| 11. | Pattern Maker:                  | ] qualification or   |
| 12. | Electrician:                    | ] accepted by the  |
| 13. | Other "Ticketed" Trades:        | ] Company  |

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It is agreed that the successful applicant for the following positions must be able to carry out efficiently or, where appropriate, must have the requisite experience for eighty (80) percent of the Basic Knowledge and Skills Requirements listed:

Specialist Fabricator	-	82/09/01 (1)
Specialist Assembly	-	82/09/01 (2)
Shipper	-	82/09/01 (3)
Furnace Operator	-	82/09/01 (4)
Senior Mold/Core Operator	-	82/09/01 (5)
Tradesman Welder	-	86/09/01 (6)

82/09/01 (1)

### Basic Knowledge and Skills Requirements

#### **SPECIALIST FABRICATOR**

Carry out the following tasks safely and efficiently to satisfactory quality levels:

1. Be able to produce a standard tapping sleeve or coupling from drawings and instructions provided.
2. Interpret part and assembly drawings, bills of material and work instructions.
3. Count and maintain stocks of parts and supplies. Write requisitions and work records.
4. Operate rolls to form half shells and full rounds.
5. Operate shear.
6. Operate cutting torch. Set-up and tune equipment.
7. Operate and set-up welding equipment and supplies. Stick, TIG.
8. Set up standard jigs, fixtures, dies used for production of standard items.
9. Operate Hydraulic/Mechanical Punches.
10. Weld Stainless Steel (20 through 10 gauge). Mild Steel. Various Standard Weld forms and positions.
11. Fit and set up component parts freehand or in fixtures provided.
12. Lay out standard basic sheet metal forms required to produce standard fitting shapes. Use templates for special shapes to be cut.
13. Identify and correct basic welding flaws.
14. Operate lathe for machining simple round cuts. End plates, etc.

Certain of these tasks or skills may also be carried out by lesser classifications. This list does not restrict them to specialist work.

Basic Knowledge and Skills Requirements

**SPECIALIST ASSEMBLY**

Carry out the following tasks safely and efficiently to satisfactory quality levels:

1. Read and interpret basic blueprints for parts and assemblies. Use bills of material and shop instructions.
2. Use basic metal working equipment at Robar, including for example: Lathe, drill press, tapping attachments, tool grinders, FOR STANDARD PRODUCTION OPERATIONS.
3. Use basic measuring tools.
4. Sharpen and inspect drills, taps and cutting tools.
5. Set up production jigs and dies, inspect and requisition repairs as necessary.
6. Assemble products from components to drawings and instructions.
7. Understand Robar products and standard pipe dimensions.
8. Count and maintain stocks of parts and supplies, tools.
9. Adequate spoken and written English for shop communication and record keeping. Basic Mathematics for simple calculations.

Certain of these tasks or skills may also be carried out by lesser classifications. This list does not restrict them to specialist work necessarily, although certain of the items mentioned are restricted to specialists.

Basic Knowledge and Skills Requirements

**SHIPPER**

Carry out the following tasks safely and efficiently to satisfactory quality levels.

1. Have served for a reasonable length of time as Assistant Shipper.
2. Able to work from standard shop orders and bills of material.
3. Able to properly and completely fill in shipping bills and documents. Know how to handle export documentation provided.
4. Count accurately. Basic mathematical skills for extensions, etc.
5. Familiar with Robar Products and their adaptation to standard pipes (O.D. chart usage).
6. Effective spoken and written English necessary for the job of communicating and coordinating carriers, customers, etc.
7. A temperament which adapts to pressure, able to work effectively under rush conditions. Successfully co-ordinate with Production.
8. Telephone skills and personality.
9. Operate forklift.
10. Operate strapping equipment and properly secure shipments.
11. Maintain the yard and shop areas pertaining to shipping, including the proper processing of returned goods and receiving.

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Basic Knowledge and Skills Requirements

**FURNACE OPERATOR**

Carry out the following tasks safely and efficiently to satisfactory quality levels.

1. 6 Months as Furnace Operator Trainee.
2. Tune and inspect cooling system.
3. Operate Control Panel, including emergency responses.
4. Understand the basics of the furnace system and operations:

Cooling	Furnaces
Power and Electronics	Hydraulics
5. Furnace relining and patching.
6. Emergency Procedures:

Loss of Power	Runout and Dumping
Loss of Cooling	
7. Charging, procedure and calculations, reporting.
8. Basics of quality and production control.
9. Pouring and Ladle Maintenance.
10. Metallurgical Basics: (An in-house or Institution Course)

Ductile Iron	Microstructure	Chemical Tests
Gray Iron	Alloying	Specification
Bronze	Hardness	Awareness
Steel		Physical Tests
11. Inoculation, Post Inoculation and Control of Alloys.
12. Safe Practices.
13. Use Maxi Lab and adjust material additions to the furnace accordingly to reach the correct furnace chemistry.

This outline does not include every item of skill or knowledge necessary for safe and efficient furnace operation. It is intended as a guide for personnel interested in preparing themselves for job posting for the position of FURNACE OPERATOR with the prerequisite 6 months service as Furnace Operator Trainee.

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82/09/01 (5)

Basic Knowledge and Skills Requirements

**SENIOR MOLD/CORE MACHINE OPERATOR**

**NOTE:** The castings and work produced at Robar is of a relatively simple nature. It is not reasonable to classify or name molders trained at Robar as Tradesmen at this time. Molding and Coremaking are Designated Trades in British Columbia, and very rigorous standards (should) apply to attainment of that qualification.

Robar's Policy Manual includes the following job description of the term Tradesman:

**JOURNEYMAN, CRAFTSMAN, TRADESMAN** (GCM 2.04.4)

A person recognized and accepted by the Company as having clearly demonstrated by performance, and/or by evidence and reference, that he is qualified as a Tradesman: (i.e. Floor Molder, Coremaker, Patternmaker, Machinist, Millwright, etc.).

A Journeyman Molder Coremaker must possess the ability and qualifications to carry out any work in this trade as required by the Company, with the aid of issued drawings or relevant information, including the determination of non-mechanical or pattern-engineered ramming, cutting, venting, rodding and special finishing work.

The term "Senior Mold/Core Machine Operator" is intended to convey that the individual has served his time and has completed a reasonable training program which includes not only operation and set-up of various standard molding and core machines, but of basic loose or floor molding and core-making as well.

Carry out the following tasks safely and efficiently to satisfactory quality levels:

1. Serve 6 months as a mold/core machine operator trainee or provide evidence of equivalent experience and ability.
2. Serve 4 years as Mold/Core Machine Operator.
3. Operate Cope and Drag or BMM on at least five representative patterns.
4. Operate BP on at least five representative patterns. OR
5. Operate Shell Core Machine on five representative boxes. OR
6. Operate No Bake Machine on five representative boxes or patterns.

Basic Knowledge and Skills Requirements

**SENIOR MOLD/CORE MACHINE OPERATOR (Cont'd)**

- 2 -

7. Produce three representative loose or floor molds in green sand.
  - Position pattern, allowing for sprues, runners, risers, etc. (verbal instructions from charge hand)
  - Form/cut effective runner and riser systems. Use tools, slicks, etc.
  - Produce well-rammed molds in green sand to 80-90 hardness
  - Operate hardness meter
  - Mold chills in place
  - Repair broken molds
  - Vent
  - Core-up
  - Use of gagers and lifters
  - Assemble half cores, gluing and sealing, rubbing to size
  - Set up mold for pouring
  - Use hand ramming tools and air rammer

Basic Knowledge and Skills Requirements

**TRADESMAN WELDER**

A Tradesman Welder must have the following job qualifications:

1. Adequate spoken and written English for shop communication and record keeping.
2. Basic mathematics for shop calculations.
3. Knowledge and ability to interpret and fabricate to technical drawings.
4. Robar Specialist-Fabricator experience or equivalent as acceptable to Robar.
5. Current registration in the B.C. Provincial Welder Training and registration program, C-B-A Standards. Acceptable minimum standard -B level.
6. Eligible to qualify for A.S.M.E. Code, Section 9, Pressure Welding Procedures.

In addition, the applicant will need to have knowledge and ability to operate basic metalworking equipment such as, but not limited to, lathes, drill presses, brakes, shears and mechanized jigs and manipulators.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**UNITED STEELWORKERS OF AMERICA**  
**(On behalf of Local Union 2952)**

**ROBAR INDUSTRIES LTD.**

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**LETTER OF UNDERSTANDING #2**

**ISSUED BY: ROBAR INDUSTRIES LTD.**

**TO: LOCAL 2952 AND THE UNION EMPLOYEES OF THE COMPANY**

**SUBJECT: LABOUR/MANAGEMENT COMMITTEE**

By their signatures below the above named Parties agree to establish a joint Labour/Management Committee to discuss matters of mutual concern. The Committee will be composed of three members appointed by the Union and three members appointed by the Company. Meetings will be held as required but not less than once per month or at the call of either party. Employees shall not suffer any loss of basic pay for time spent on this Committee.

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of the agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions.

The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- correcting conditions causing grievances and misunderstandings;
- reviewing matter relating to employment security for the employees and financial sustainability for the employer.

At the first meeting the Committee will establish its own operating procedures including formulation of agendas, chairing, minutes and sharing of information.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2004.

**UNITED STEELWORKERS OF AMERICA  
(On behalf of Local Union 2952)**

**ROBAR INDUSTRIES LTD.**

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**LETTER OF UNDERSTANDING #3**

**BETWEEN:                   ROBAR INDUSTRIES LTD.**  
**(Hereinafter referred to as "The Company")**

**OF THE FIRST PART**

**AND:                         UNITED STEELWORKERS OF AMERICA**  
**(ON BEHALF OF LOCAL UNION 2952)**  
**(Hereinafter referred to as "The Union")**

**OF THE SECOND PART**

It is recognized by the Company and the Union that the continued viability of the Company, as well as the continued employment security of the members of the Union may be dependent on the future growth and expansion of the foundry.

To allow the Company the opportunity to explore and evaluate possible future directions for the operation, the parties agree to implement the following changes. The changes will only apply to new employees, hired after September 1, 2000.

<b><u>Hours Worked Since Date of Hire</u></b>	<b><u>Manufacturing</u></b>	<b><u>Foundry</u></b>
Probation (480 hours)	\$11.00	\$12.00
After Probation	15.00	17.00
After 2080 hours	15.50	18.00
After 4160 hours	17.00	19.00
After 6240 hours	Wages Schedule as per CBA, if greater than current wage	

Employees currently in the employ of the Company and those with recall rights as of September 1, 2000, will continue to be classified and follow the wage schedule as set out in Article 22 of the current Collective Agreement.

With the exception of the provisions outlined in this Letter of Understanding, new employees will be covered by the current Collective Agreement.

New employees hired into the classification of "tradesman" shall be paid at the appropriate rate of Class I in the Collective Agreement.

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This letter will remain in effect for the term of this Collective Agreement. At the end of this Agreement, during negotiations for a new Agreement, the parties will review the economic conditions of the Company and the employment stability of the members of the Union. If a determination is made that the Company's future viability has not been established, this letter will be the subject of further negotiations between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**UNITED STEELWORKERS OF AMERICA**  
**(On behalf of Local Union 2952)**

**ROBAR INDUSTRIES LTD.**

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