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COLLECTIVE AGREEMENT

BETWEEN

WESCAST INDUSTRIES INC.

Wescast Casting Facilities
within a 50 km radius of Wingham

AND

LOCAL 4207 - CANADIAN AUTO WORKERS

JULY 01, 1999

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June 30, 2002

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**THIS AGREEMENT, made and entered into
this 1st day of July, 1999 A.D.**

BETWEEN:

WESCAST INDUSTRIES INC.
Wescast Casting Wingham,
Wescast Casting North Huron
(hereinafter called the "Company")
OF THE FIRST PART

AND

LOCAL 4207, CANADIAN AUTO WORKERS
(hereinafter called the "Union")
OF THE SECOND PART

ARTICLE I - PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Company and its employees and to provide a process for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE II - RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent of all employees of the Company, save and except supervisors, persons above the rank of supervisor, engineering and office staff, office and sales staff and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE III - RELATIONSHIP

- 3.01 All employees covered by this agreement shall be required to become and remain members of the Union in good standing as a condition of employment after they have worked sixty-five (65) days of probationary period if working eight (8) hour shifts and forty-three (43) days if working twelve (12) hours shifts, and shall be required to remain members in good standing as a condition of employment during the life of this agreement. For this purpose a day will be considered as a minimum of 4 hours to a maximum of 12 hours.
- 3.02 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Plant Leader, his/her designate, or plant Human Resources Leader or his/her designate.

3.03 Union dues will be deducted from employees' pay upon commencement of employment with the Company. The Company shall remit the same promptly to the Financial Secretary of Local 4207 together with a list of employees from whose pay deductions have been made.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 a) The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, classify, transfer and suspend employees, and also the right of the Company to discipline or discharge any employee for just cause, providing that a claim by an employee, who has acquired seniority, that he/she had been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- b) The Company will hear grievances from employees during the probationary period, however, it reserves the right to apply a lesser

standard for discipline and discharging such an employee than one who has attained seniority.

4.02 a) The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured, the schedules of production, the methods, processes and means of manufacturing used, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees at the Company are solely and exclusively the responsibility of the Company. The Company also has the right to make, alter from time to time, and enforce reasonable rules and regulations to be observed by the employees. These rights will not be exercised in an arbitrary or unjust manner contrary to the expressed provisions of this agreement.

b)

transfers between Westcast facilities will be allowed where there is a mutually agreed transfer agreement in place as noted in the policy manual.

- c) The Company will reimburse reasonable costs incurred to move household belongings as noted in the policy manual.

4.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the plant rules, or of any of the provisions of this agreement, shall be conclusively deemed to be sufficient cause for written reprimand, suspensions and/or dismissal of any employee; provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

4.04 The intent of the Article is to assist in maintaining a safe work place by identifying and providing assistance to employees who have a substance dependency and is not intended to be used for dismissal purposes.

- a) In all circumstances where an accident results, in serious injury or serious damage to Company property, the individual(s) may, upon agreement of management and the Union President or his/her designate, be required to submit to a medical examination by the Company Medical Department, or it's designate, to determine whether the individual was, at the time, under the influence of illegal or prescription drugs or alcohol.
- b) Anyone reporting to work whom the Supervisor suspects is under the influence of illegal drugs, prescriptions drugs, or alcohol may, at the discretion of the Company and Union President or his/her designate, be required to immediately submit to specific testing for drug, prescription drug, or alcohol by the Company Medical Department. It is the dual responsibility of the Union and Management to arrange a safe ride home for the employee.
- c)

Anyone reporting to work under the influence of alcohol will be sent home and recorded as absent. No discipline for being under the influence other than that covered by the absenteeism policy will be applied. If the worker refuses to leave, he/she will be escorted out by Union Representatives and will receive appropriate discipline on his/her next work day. It is the dual responsibility of the Union and Management to arrange a safe ride home for the employee.

4.05 Following the successful completion of the probationary period, if any health abnormalities are identified, the Company Medical Officer and the employee's own medical practitioner will be advised. Where they are unable to agree on whether an employee is fit to work based on a health related problem, the Company or the Union may request an opinion from a third medical practitioner who will be a specialist. The cost of the third opinion will be borne by the party whose doctor is found to have the minority of the three.

4.06

The Consistency Review Committee, composed of personnel representing both Union and Management will review all new employee's work records prior to the completion of the probationary period. The committee has the right to extend the probationary period. It is, however, clearly understood that Management will have the right to the final decision in each case. This committee will meet within the first twelve (12) working days of each month.

ARTICLE V - PLANT COMMITTEE

5.01 The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee otherwise known as the Union Grievance Committee, at each plant, which shall be composed of not more than six (6) Union Representatives of each plant. Each member of these Committees, and all Union Representatives, shall be regular employees of the Company, actually at work, who have

completed the probationary period and who have a minimum of six (6) months seniority. The Company will recognize and bargain with the said Committee on any matter arising out of this agreement, and the said Committee will co-operate with the Company in the administration of this agreement. It is further understood that the Union may request the presence of a representative of the Canadian Auto Workers to assist the Plant Committee with any matter properly arising out of the agreement.

For the purposes of negotiating a new collective agreement, the Company will recognize the Union President and Plant Chairpersons and two (2) members of the Union who have served their probationary period and who will be appointed by a meeting of the membership, plus a representative from the Canadian Auto Workers.

5.02 The name and jurisdiction of each of the Union Representatives and the names of the Plant

Chairperson and members of the Plant Committee from time to time selected, shall be given to the Company in writing and the Company shall not be required to recognize any such Union Representative or Committee person until it has been notified, in writing, by the Union, of the name and jurisdiction of the same.

5.03

The Company agrees to provide a list of its supervisory staff to the Secretary of the Union. This list will be updated every three months by Payroll. Instruction will be provided to these supervisors to co-operate with the Union Representatives to enable them to effectively carry out the terms and requirements of this agreement.

5.04 The Union undertakes to secure from its Officers, Union Representatives and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity, in the carrying out of the terms and requirements of this agreement.

5.05 The right of Union Representatives to leave their work without loss of pay to investigate or address grievances or other related union business of personnel who they represent, whether or not those personnel are in the Union Representative's department, is granted on the following conditions:

a)

e Union Representative shall obtain the permission of his Supervisor before leaving his/her work; such permission shall not be unreasonably withheld.

b) The time off shall be devoted to the prompt handling of grievances or other related union business, which may include meetings with management or the employee(s) concerned in the grievance.

5.06 The Company will pay Union Representatives on the Bargaining Committee for attending negotiations of this and the next collective agreement at their normal hourly rate of pay.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 The parties to this agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible.

6.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than three (3) scheduled working days of the employee concerned before the filing of the grievance.

6.03 Grievances properly arising under this agreement shall be scheduled and settled as follows:

The employee shall discuss the issue and potential grievance with his immediate supervisor prior to step one.

Step No. 1

An issue resolution meeting will be held to correct the situation prior to a written grievance. Participants in the meeting will be the immediate supervisor, the Union Representative, other members of Management as required to resolve the case, the grievor at his/her discretion may attend (however, the Union Representative will encourage the griever's attendance); if deemed helpful to any of the parties a

Human Resources representative will be asked to attend. A written record of resolution must be completed and distributed within three (3) working days of the meeting, by the immediate supervisor. If a settlement satisfactory to the employee is not reached within three (3) working days of the written response (or any longer period which may be mutually agreed upon) the grievance may be presented as follows:

Step No. 2

The aggrieved employee may, with his/her Union Representative, write out his/her grievance on the form supplied by the Union and approved by the Company. The written grievance is to be presented to his/her non-bargaining unit Supervisor who will arrange a meeting to resolve the issue and who will forward the copy of the grievance to Human Resources. The grievor shall be encouraged to attend; however, he/she may be represented by the Union Representative. Other members of management and Human

Resources will attend as required. The Supervisor will respond in writing within three (3) working days or such longer period as agreed to between the parties in writing. If the Supervisor fails to respond in writing within three (3) working days of the meeting, to a grievance, it shall be considered that the grievor shall win the grievance.

Step No. 3

The aggrieved employee may submit his/her grievance in writing to the Plant Union Grievance Committee. The Plant Union Grievance Committee shall meet within six (6) working days, of the response, with Management to consider the grievance.

6.04 If final settlement of the grievance is not completed within six (6) working days after deliberations have commenced at Step No. 3, and if the grievance is one which concerns the interpretation or application or alleged violation of this agreement including any question as to

whether a matter is arbitrable, the grievance may be referred by either party, in writing to a Board of Arbitration as provided in Article VII below, for a Conciliation officer, at any time within twenty-one (21) days, thereafter, but no later.

ARTICLE VII - ARBITRATION

- 7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or application or administration or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article VI above, and which has not been settled, will be referred to a Board of Arbitration at the written request of either of the parties within twenty-one (21) days of the conclusion of Step 3 in Article VI above. A copy of the written request will be forwarded to the other party.
- 7.02 The grieving party may request the assistance of a grievance settlement officer. The party requesting the assistance of a grievance settlement officer must notify the other party on the same day that the request was made for the grievance settlement officer.
- 7.03 The Board of Arbitration shall consist of a single arbitrator designated by the Company and the Union

who shall act as the Board of Arbitration.

7.04 Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the matter shall be referred to the Ministry of Labour, who shall appoint the Arbitrator. No person involved directly in the controversy under consideration shall be an Arbitrator.

7.05 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this agreement. The Board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this agreement.

7.06 The findings and decisions of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

7.07 The expense of the Arbitrator shall be borne by the party who is unsuccessful at the arbitration hearing.

7.08

The above time limits may be extended by mutual consent of the Company and the Union in writing.

ARTICLE VIII - MANAGEMENT GRIEVANCES

8.01 It is understood and agreed that the Management may lodge a complaint, with the Union Executive Committee, with respect to the conduct of the Union, its Officers or Union Representatives, within three (3) working days of the incident. It is agreed that if such a complaint by the Management is not settled to the mutual satisfaction of both parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

ARTICLE IX - DISCIPLINE & DISCHARGE CASES

9.01 In all cases which require disciplinary action, the procedure to be followed will be as per the disciplinary system contained in the Employee

Manual. Discipline is defined as a warning, suspension or termination of an employee.

9.02

Discipline assessed will be received by the employee concerned within three (3) working days of the incident. Discipline for absenteeism will be received within three (3) working days of the Consistency Review Board meeting.

9.03 The Company agrees to conduct an investigation prior to the discharge of an employee. At the time of the interview the employee must have the Union President or his/her designate present. This requirement for the conducting of an investigation or interview of an employee does not relinquish any other rights of the Company including their right to suspend the employee, without pay pending the outcome of the investigation. In the event the investigation finds the employee not at fault, the employee will be reimbursed for lost wages, benefits and seniority. The length of the suspension shall not exceed six (6) working days.

9.04 When an employee has been discharged, he/she shall have the right to interview the Plant Chairperson or his/her designate for a

reasonable period of time before leaving the plant premises.

9.05 In the event of an employee being discharged from employment and the employee feels that an injustice has been done, the case may be taken up as a grievance.

9.06 All such cases shall be taken up within three (3) working days and disposed of within six (6) working days of the date the employee is notified of his/her discharge, except where a case is taken to arbitration. A claim by an employee that he/she has been unjustly discharged from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Leader or plant Human Resources Leader within three (3) working days after the employee ceases to work for the Company or has been notified of the discharge. All preliminary steps of the Grievance Procedure prior to Step No. 3 will be omitted in such case.

9.07 Such special grievances may be settled by confirming Management's action in discharging the employee, or by reinstating the employee with full compensation for time lost, or by any other

arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE X - NO STRIKES - NO LOCKOUTS

- 10.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, it will not sanction, counsel,, procure or encourage any picketing, slow down or stoppage of work either complete or partial, and the Company agrees that there will be no lockout.
- 10.02 The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slow down, but claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article VI.
- 10.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step No. 3 of the Grievance Procedure.

ARTICLE XI - WAGES

11.01 During the term of this agreement, the Company and the Union agree that all payment of wages will be made weekly in accordance with the wage rates set forth in Schedule "A" and the job titles set out in Schedule "B", hereto, which is hereby made a part of this agreement.

11.02 In the event there are errors in the time sheets submitted by employees, corrections will be made the next pay period. In the event the error is created by the Company which is greater than \$60, the correction will be made the same week.

ARTICLE XII - HOURS OF WORK AND OVERTIME

12.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee.

Clauses: 12.02, and 12.04 refer to Wescast Casting Wingham only.

Clauses: 12.09, and 12.10 refer to Westcast Casting North Huron only.

- 12.02 All overtime will be voluntary. The standard work week shall consist of forty (40) hours per week. The current distribution of the hours is five 8 hour shifts from 11:00 p.m. Sunday to 11:00 p.m. Friday. Any changes to the above will be mutually agreed upon by the Company and the Union.
- 12.03 Overtime at the rate of time and one-half of the employee's rate shall be paid for all work performed over forty (40) hours per week, or before commencement of or after completion of the regular daily shift.
- 12.04 Time and one-half shall be paid for all work performed on Saturday, Sunday and declared holidays as per Article 14.01.
- 12.05 The Company will provide a special Overtime board for posting Overtime notices. Anyone interested can sign for posted overtime. Plant wide seniority would govern, providing the

employee has the required skill and ability to perform the work in question. The special overtime board with posted overtime must be signed by Thursday at 1:00 p.m. to qualify for overtime. Overtime must be posted for three (3) days prior to Thursday at 1:00 p.m. Emergency overtime will be dealt with at the Company and Union's discretion.

12.06 Emergency call-in - all hours to be paid at time and one half. A guaranteed minimum of \$150.00 for the call in. The individual, following the emergency work, will have the option to work a minimum of four (4) hours total.

12.07 (a) Any employee who shall report for work at his/her regular starting time and is sent home because no work of any kind is available, shall be paid four (4) hours pay or one half of the scheduled shift pay, whichever is greater at his/her regular rate. When an employee is given a choice and refuses work that is offered, he/she forfeits the pay. No payment shall be made if the employee

has been advised in advance of reporting.

- (b) In the event that a short term work shortage happens in the second part of the shift, employees will have the opportunity to work or voluntarily go home. When a major breakdown occurs, a decision will be made by the Shift Leader or designate with mutual agreement of the Union President or his/her designate to either complete the remainder of the shift or go home.

12.08 The Company will post the regular daily shift schedule on a weekly basis. The shifts, once posted, will not be changed unless by mutual consent of the Company and the Union.

12.09 All overtime will be voluntary. The standard work week will consist of continental, twelve (12) hour, day/night rotational shifts as defined in the employee manual.

Day shift begins at 7:00 a.m. and ends at 7:00 p.m. Night shift begins at 7:00 p.m. and ends at

7:00 a.m.

- 12.10 The company during start up may use alternative shift schedules. Changes to the shift schedule will be mutually agreed upon by the Company and the Union. During twelve (12) hour continental shifts, weekend work will be paid at straight time.

ARTICLE XIII - VACATION WITH PAY

13.01 a)

<u>Wecast Casting Wingham</u>		
<u>Years of Service</u>	<u>Weeks of Vacation</u>	<u>Vacation Pay %</u>
1	2	4
5	3	6
12	4	8
20	5	10

<u>Wecast Casting North Huron **</u>		
<u>Years of Service</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay %</u>
1	7 shifts	4
5	10 shifts	6
12	14 shifts	8
20	17 shifts	10

** Note: If eight (8) hours shifts are used, vacation will be the same as Wecast Casting Wingham.

- b) It is understood that the service must be obtained prior to June 30th in the year in which the holidays were given regardless of when the vacation was taken during that year. It is also understood that vacation will be taken at a time when convenient to the Company and employee.
- c) Vacation request forms must be submitted by April 30th to the Supervisors. The Master Vacation Schedule will be co-ordinated by Human Resources.

13.02 Any employee who has ceased to be employed by the Company before receiving his/her vacation pay, and who would be entitled to receive vacation pay under the Employment Standards Act for the Province of Ontario, shall receive pay in accordance with the said Act and/or collective agreement, whichever is greater.

13.03 The Company agrees to post the definite annual

summer plant shutdown/vacation period on or before March 31st in each year. Additional time off may be added later as agreed to by the Company and the Union.

13.04 Employees may be permitted to carry over vacation to the following year under the

<u>Years of Service</u>	<u>Carry Over</u>
	<u>Weeks</u>
3	1
5	2
10	3
15	4
20	5

- a) The shift leader/department manager reserves the right to limit the number of individuals scheduled to use carry over vacation at any one time.
- b) In the event carried over week(s) are not used in the following year, they will be forfeited.
- c) Written verification for carry over requests must be on record by June 30th with the Payroll Department. If such verification is not put on record with the Payroll department, the carried over weeks will be

forfeited. The employee will receive a copy of the written verification.

13.05 A notice requesting volunteers to work during shutdown/vacation will be posted. Rescheduling of this vacation period will be agreed to by the employee and his Supervisor. A written request to reschedule vacation must be submitted fourteen (14) days in advance of the person taking their vacation. Exceptions to this will be considered in the case of a justifiable emergency. For the purpose of this clause, a vacation period is considered to be one (1) week.

ARTICLE XIV - DECLARED HOLIDAYS PLUS FLOATING HOLIDAYS

14.01 Where any of the following statutory holidays: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day or any of the five (5) floating holidays, falls on what would otherwise be a regular working day, or where any of the said statutory holidays falls on a Saturday or Sunday and the day celebrated as a statutory holiday in lieu thereof falls on

what would otherwise be a regular working day, all employees who have been in the employ of the Company for three (3) months, or have completed the probationary period, shall receive payment for such holidays based on their regular current hourly rate multiplied by the number of hours they would normally have worked on such a day subject to the following conditions:

- a) To be eligible for holiday pay, an employee must meet the requirements as described in the Employment Standards Act and must work the full work day immediately preceding and the full work day immediately following such holiday unless absent with permission of the Management or verified by doctor's note if requested.
- b) If a holiday falls in the vacation period he/she shall be allowed either one additional day of vacation with pay, or payment in lieu thereof. The Company and the Union shall decide which of the above methods of payment will be used.

- c) If an employee works one of the above-named paid declared holidays, he/she will receive payment at one and one-half times his/her regular rate for the hours actually worked by him/her at the rates of pay applicable for the work performed by him/her, in addition to receiving his/her holiday pay or receiving another day off.
- d) For the purpose of declared holiday pay, an employee at Wescast Casting Wingham shall be paid for an eight (8) hour day. For the purpose of declared holiday pay, an employee at Wescast Casting North Huron shall be paid for a twelve (12) hour day, if working a twelve (12) hour shift schedule and eight (8) hours if working eight (8) hour shift schedule.
- e) Five (5) floating holidays will be taken at a time mutually agreed to by the Company and the Union.

ARTICLE XV - SENIORITY

15.01 An employee at Wescast Casting Wingham shall be considered probationary for the first sixty-five (65) days worked and will have no seniority rights during that period. After sixty-five (65) days worked, seniority shall include the first sixty-five (65) days that the employee worked. All new employees will have their job application date and time stamped to determine their seniority.

An employee at Wescast Casting North Huron where twelve (12) hour shifts are in place, shall be considered probationary for the first forty-three (43) days worked and will have no seniority rights during that period. After forty-three (43) days worked, seniority shall include the first forty-three (43) days that the employee worked.

All new employees will have their job application date and time stamped to determine their seniority.

15.02 Seniority and employment shall terminate when the employee:

- a) quits for any reason;
- b) is discharged and is not reinstated through the grievance procedure or arbitration;
- c) has been on layoff, for a continuous period of twenty-four (24) months
- d) has been on layoff for a continuous period of less than twenty-four (24) months and who, when notified by registered mail addressed to the last address he/she had recorded with the Company, fails to notify the Company within seven (7) days that he/she is intending to return to work, and unless he/she returns to work as soon as possible after receiving notice and, in any event, within fourteen (14) days of the mailing;

- e) fails to return to work immediately after the expiration of a leave of absence, unless prevented from doing so by illness or other cause which is reasonable in the opinion of the Company and the Union;
- f) is absent from work for more than two (2) consecutive days, unless absent due to verifiable illness or unless, in the opinion of the Company and Union, there was reasonable justification for such absence.

15.03 An employee shall accumulate seniority:

- a) while he/she is at work for the Company, or on layoff not exceeding twelve (12) months, after he/she has completed his/her probationary period as set out in 15.01.
- b) an employee will retain, but not accumulate seniority during a written leave of absence exceeding two (2) weeks.
- c) all leaves of absence will be discussed with the Union President or his/her designate.

15.04 Any employee's return to work after sick leave will be conditional on his/her supplying, when requested, a certificate from a physician that he/she is fully capable of performing the job in which he/she was employed prior to his/her illness. The Company agrees to pay the cost of any such medical certificate they may require.

15.04.1.1 15.05 Seniority referred to in this agreement shall mean length of continuous

service in the facilities covered by this collective agreement.

- 15.06 Seniority lists will be revised every three (3) months, a copy of the list will be posted by the Company in each plant and a copy given to the Union. If the seniority list is not objected to within seven (7) days of posting, it shall be deemed to be conclusive for all purposes.
- 15.07 If an employee covered by this agreement is promoted to a supervisory or salaried position beyond the scope of this agreement, he/she will retain seniority previously accumulated with all respective rights and privileges. All of these seniority rights and privileges may be exercised if he/she returns to a position within the scope of this agreement. In the event that it becomes necessary or desirable for a salaried employee to move back into the Union, the employee may return to the department from which he/she was promoted to the salaried position, providing he/she has the seniority, skill and ability when the job is posted.
- 15.08 A leave of absence for Union business will be granted providing it does not affect the

operations of the plant. The Company reserves the right to limit these leaves of absence to three (3) days per year per employee.

ARTICLE XVI - JOB POSTING AND TEMPORARY TRANSFERS

16.01 All job postings for WCN will be at the company's discretion, until June 30, 2002. The Company will give due consideration to job applicants from existing facilities.

- a) All new jobs and all permanent vacancies in existing jobs, will be posted in the plant for a period of seven (7) working days, together with a description of the job and the rate of pay. Employees with seniority may make application for such jobs. In the filling of these jobs, the Company shall not be limited to selecting employees who have made application.
- b) In the application of Article 16.01 (a) seniority shall govern, provided the

employee or employees concerned have the required skills and ability to do the work.

- c) A production worker moving to a new position within production, that is at a lower pay rate will have his/her pay reduced by one (1) level only.

- d) All job postings must be posted through the Plant Human Resources Leader. H.R. will be accountable for posting as well as taking them down. A copy will be given to the Supervisor who has requested the posting as well as the Union President. The Supervisor or designate will be accountable for the following steps:
 - i) Selected applicants for the job postings will be interviewed within six (6) working days of the day the posting is taken down (or mutually agreed extension).

 - ii) Selection of the applicants will be made within ten (10) working days of the day the posting was taken down (or mutually agreed extension).

iii)

e final selection and acceptance of the position will be sent to all applicants as well as the supervisor of the selected applicant within eleven (11) working days of the posting being taken down (or mutually agreed extension).

iv) Applicants who are awarded the job will take over the position within-fifteen (15) working days of the job posting being taken down (or mutually agreed extension). The successful applicant, former, and new supervisor, will be given written notice and explanation of transfer date.

16.02 The Company will be the judge, in the evaluation of factors in 16.01 (b); however, a senior employee not awarded a posted position may file a grievance.

16.03 Any employee awarded or offered a job, pursuant to this Article, will not be entitled to bid on another job for a period of twelve (12) months, unless the awarded position becomes

redundant. Only the initial vacancy will be posted and additional vacancies for the same job need not be posted within one (1) calendar month of original posting. In this situation, the employees will be allowed a five (5) day training period. An extended training period will be allowed if agreed to by the Company and the Union.

16.04 Employees temporarily transferred, at their request, to a lower rated position will be paid at the lower rate. Employees temporarily transferred, by the Company, to a lower rated position will not have their pay reduced. Temporary transfers shall be defined, for the purpose of this clause, to be not more than thirty (30) working days. Temporary transfers will be based on seniority and required skills and ability to do the work.

16.05 New employees will not be considered for a job that is posted until they have been with the Company for a probationary period and have attained Union seniority. Transfers between

Wescast Facilities will not be permitted until the individual has attained twelve (12) months seniority.

16.06

In all cases of a job opening to the position of lead hand or technician, seniority shall govern provided the employee or employees concerned have the required skills and ability to do the work. The Company will be the sole judge in the above factors. This job will be posted for a period of seven (7) days and a copy will be sent to the Plant Chairperson.

16.07 If a job is phased out before completion of the twelve (12) month period, the employee on that job will be allowed to sign another job posting.

ARTICLE XVII - HEALTH AND SAFETY

17.01 The Company agrees to work jointly with the Union and abide by Wescast's Health and Safety Policies in accordance with the Occupational Health and Safety Act in effect in 1995 being used as the minimum standard.

17.02 The confidentiality of health and medical information of employees is recognized by the

Company and the Union. The Company and the Union representatives who have access to this information will ensure its confidentiality. The Company also agrees that medical information will not be divulged to a third party without the employee's consent or as required by law. This does not preclude either party from using the services of a WSIB, medical or legal professional.

- 17.03 The Joint Health & Safety Committee will address ergonomic needs on a priority basis and work toward modifying the workplace, work station, or tool to improve working conditions.

ARTICLE XVIII - MATERNITY, ADOPTION AND PARENTAL LEAVE

- 18.01 The Company agrees to provide the above leaves in accordance with current legislation. This legislation will be posted on the Human Resources bulletin board.

18.02 Benefit coverage shall be maintained for eligible employees while on maternity, adoption and parental leave in accordance with the provisions of the Employment Standards Act as amended from time to time.

18.03

In addition, for the life of this Agreement, the maternity leave may be extended for a further seventeen (17) weeks unpaid, provided the employee makes application to the Company for a total of fifty-two (52) weeks.

18.04 The Company agrees to provide benefits coverage for the period of the leave of absence for a maximum of fifty-two (52) weeks.

ARTICLE XIX - PHYSICALLY CHALLENGED EMPLOYEES

19.01 In the event that an employee becomes physically challenged and is unable to continue his/her job, an exception to Article XVI and the seniority provisions of the collective agreement, will be made in favour of such employee on the following basis:

- a) if a new job or permanent job vacancy occurs, which the physically challenged employee can perform, he/she will be placed

on such a job without the necessity of a job posting, subject to the following:

- i) a doctor's certification of disability by the employee's own doctor must be submitted for verification by the Company Medical Officer.
 - ii) an employee placed on a job because of a disability will have that disability reviewed at least annually.
- b) the Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to Article XVI and the seniority provisions of the collective agreement must be mutually agreed to by the parties.

ARTICLE XX - WORKPLACE HARASSMENT

20.01 The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced

by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practised by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the legislation in the Province of Ontario and the definitions contained therein.

ARTICLE XXI - PAID EDUCATION LEAVE

21.01 The Company agrees to pay into a special fund one cent (\$0.01) per hour per employee for all compensated hours for the purpose of providing

paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National union,

CAW and sent by the Company to the following address:

CAW Paid Education Leave Program
R.R. #1
Port Elgin, ON
NOH 2C5

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave. The number of employees selected to attend courses will not be unreasonably withheld and must be agreed upon by the Company and the Union.

ARTICLE XXII - GENERAL

22.01 Employees shall be granted a fifteen (15) minute rest period in the first half shift, and a twenty-five (25) minute regularly scheduled lunch period.

Employees working a twelve (12) hour shift schedule shall be granted two fifteen (15) minute rest periods and one twenty-five (25) minute lunch period.

22.02 In the event of the death of a spouse, common-law spouse, mother, father, step-mother, step-father, child, or step-child of an employee covered by this agreement, such employee shall be granted an excused absence of forty (40) scheduled working hours at his/her base rate of pay for the purpose of attending the funeral and conducting other activities.

In the event of the death of a sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-sister, step-brother,

grandparents, or grandchildren of an employee covered by this agreement, such employee shall be granted an excused absence of twenty-four (24) working hours at his/her base rate of pay for the purpose of attending the funeral and conducting other activities.

In the event of the death of an aunt, uncle, niece, or nephew, of an employee covered by this agreement, such employee shall be granted an excused absence of one (1) working day at his/her base rate of pay for the purpose of attending the funeral and conducting other activities.

The above bereavement pay will not be paid if the employee would not otherwise have worked.

If the employee has signed for overtime, bereavement pay will be paid at straight time.

Time off for a death outside of family will not be held against an employee for absenteeism. Such unpaid absence will not be unreasonably

withheld.

Employee Assistance Counselling will be available upon request.

- 22.03 The Company will provide a bulletin board in the employee facility for the convenience of the Union in posting notices. All such notices must be signed by a proper officer of the Union and submitted to the Human Resources Team Leader.
- 22.04 When an employee completes his probationary period, the Company agrees to annually cover the cost of safety shoes or boots with metatarsal protection which must be worn as directed by the Company as a condition of employment.
- 22.05 Recognizing that jury service is a duty of citizenship, the Company agrees that, should any employee covered by this agreement be called for jury duty, coroners duty, or is subpoenaed as a witness, the Company will pay such employee the amount which such employee would have earned had such employee worked his/her regular scheduled shift in the plant. Written confirmation from the Court Officer must be produced by the employee to show the actual time spent in court, before payment will be

made. Payment under this clause shall be made on the employee's regular pay following termination of such court service.

- 22.06 The Company agrees to update (by June 30, 1999) and then maintain on a semi-annual basis, the Employee Manual which contains Company Policies and rules and regulations. The Employee Policy Manual will be located in the Canteen and a copy given to members of the Plant Committee. The Plant Committee will be given the opportunity to make representation to the Company. It is further agreed that the President of the Union (or designate) will be notified of any changes to the rules and regulations prior to them being updated.
- 22.07 In the event that an employee is involved in a compensable accident at work and is forced to leave his/her job for treatment, he/she will receive payment at his/her regular rate of pay for the remainder of his/her shift.
- 22.08 The Company agrees to provide the cost of

prescription safety glasses as necessary. This sum can be claimed by the employee following completion of his or her probationary period. Employees will be allowed to purchase prescription glasses from the optometrist of their choice, provided the glasses meet all the required approvals and conform to C.S.A. Standard No. Z195-1970, and the Company's requirements. The allowance for frames will be based on those frames supplied for non-prescription safety glasses. It is agreed that the use of wear over safety lenses will be encouraged. (Please refer to the Plant Safety Manual, for complete details)

22.09 The Company agrees that non-bargaining unit employees will not perform work normally done by bargaining unit employees, such as machine set ups, at any time except in an emergency or for the purpose of instruction, or to provide a relief period for an employee; however, it is understood that non-bargaining unit employees will be permitted to produce samples, but no work so assigned will result in the displacement or layoff of bargaining unit employees. It is

jointly understood by Union and Management that bargaining unit employees will be assisted and encouraged to be involved in the prototype work.

22.10 When an employee feels that the in-plant temperature and humidity has reached a point where he/she is unable to carry out the job duties successfully without danger of sickness, he/she should bring this to the attention of the Union Representative and the Supervisor. The Supervisor will try to find an acceptable solution to this problem that satisfies both the employee's personal health and sickness problem and the Company's production problems.

22.11 Where monthly joint Union-Management meetings occur during this Collective Agreement, the wages of those members of the bargaining unit, who are absent from their work place for the meeting, will be paid their normal hourly rate. The meeting will be held on the second Tuesday of each month.

22.12 The Company will provide training for employees in First Aid and C.P.R. applications. All employees taking this training will be paid at their regular rate of pay. The training may be held off shift depending on the number of employees to be trained.

22.13 The Company will provide a copy of the current Collective Agreement in booklet form to all employees within two (2) months of ratification of the Collective Agreement.

22.14

The Company shall supply an outlined brochure of all the Company-paid benefits such as insurances, extended health care, pensions etc. and will include this information as an addendum to the Collective Agreement. The terms and conditions of the actual policies of insurance will govern.

22.15 When possible, the Company will advise the Union, up to six (6) months in advance, of a planned shutdown of operations in excess of one (1) month that will result in the termination, lay-off or displacement of employees from their jobs. Such notice shall be in writing and, where practicable, indicate the reason or reasons for such shutdown.

22.16 In the event the Company moves any or all of the Wingham operations covered by this Collective Agreement to a new location in Ontario and employees are laid off as a result, such laid off employees will have the right to transfer to the new location in order of seniority provided:

i) they have the skill and ability to

perform the work required; and

- ii) this does not conflict with any Collective Agreement in operation at the new location.

Further, if the Company moves all of either of the operations covered by this Collective Agreement to a new factory in Ontario, the Company agrees to voluntarily recognize the Union as a bargaining agent for employees in the bargaining unit at the new location and to negotiate a Collective Agreement with the Union, provided that there is no established bargaining agent at the new location.

In the event of a new facility being opened in Wingham, the terms and conditions of this Collective Agreement will not necessarily transfer to that facility, however the Union will be recognized as the bargaining agent.

22.17 The Company agrees to provide a Union office with a telephone and office furniture with computer, printer and fax machine, for the exclusive use of the Union Committee.

22.18

Re-evaluation of any job/job description will be done only with mutual agreement by the Company and the Union.

22.19 The Company agrees to supply necessary tools and equipment at no cost to the employees.

22.20 The Negotiating Committee will be granted straight days for a period of two (2) months preceding the expiration of the Collective Agreement, or when negotiations start, until a new Collective Agreement is ratified by the membership.

22.21 Hourly wages shall be paid for in-class instruction time only during Block and Day Release sections of the Apprenticeship. Travel time shall not be included. Any government assistance provided to the apprentice shall be deducted from the employee's wages.

22.22 The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

22.23

Employees will be paid at their regular rate of pay for meetings and training during regular shift hours and paid at a rate of time and one half for any hours occurring before or after the start and completion of any regular scheduled shift as noted in the policy manual.

22.24 **CONTRACTING OF MAINTENANCE AND ENGINEERING WORK**

When the Company determines that maintenance and/or engineering work is required to be contracted, the Company will meet with the Union and review the project.

The Company will give due consideration to the Union recommendations with respect to the following:

- i) What maintenance work can best be done by our own qualified people within the timeline required and without prejudice to production or other

maintenance work.

ii) Scheduling of the work.

iii) The selection of the contractor(s).

In addition, the Company will develop a Contractor's Safety Manual. The Company and Union representatives, including a representative from the Joint Health and Safety Committee, will review the Manual and make recommendations for revisions if necessary. The Company and Union will mutually agree on the final version.

Management will give due consideration to the recommendations of the Local Union before making the final decision as to whether or not maintenance work will be contracted. Maintenance employees presently at the Company will not be laid off as a result of contracting of work presently done by the bargaining unit.

The Company and Union will review staffing of

the Maintenance Department annually at budget time. The review will be of the contracted hours which can directly be applied to maintenance tasks and must show a direct, regular dependency on contractors.

Should the hours of work by contractors, as above, exceed 2000 hours/year in the electrical or millwright trades and indicate a need for a full-time person, the Company will consider additions to the maintenance department. Where additions are made, preference to existing bargaining unit members will be made where they have the required skill and ability to do the work.

ARTICLE XXIII - LAYOFF AND RECALL

23.01 In all cases of layoff, reasonably anticipated to exceed one (1) working day, and recalls after such layoff, seniority shall govern, providing that the employee(s) concerned have the required skills and ability to do the work.

23.02 Bumping provisions are allowed based on the following:

Bumping is exercised within an employee's Plant first and then the other plant covered by the Collective Agreement.

Bumping will be allowed into a specific job (see Schedule B, "Job Titles" in the Collective Agreement) where the bumper has greater seniority and meets the requirements as described in 23.01

The individual with seniority who is unable to bump into a job where he/she has the skill and ability as described in 23.01 will be allowed to bump the then lowest seniority job in the plant and will be provided a five (5) day training period to determine ability to successfully do the job.

If the above mentioned individual is unable to demonstrate ability to do the job, he/she will be laid off and the incumbent reinstated.

The Company will make every effort to employ the person in another Westcast Facility, provided that he/she has the skill and ability as described in 23.01.

23.03 In the application of 23.01, the Company shall be

the sole judge, provided however, that if the employee believes that proper consideration of his/her ability has not been given, he/she may file a grievance.

23.04 The Company agrees to give employees affected by layoff as much notice as possible and at least twenty-four (24) hours notice of layoff except where such layoff is a consequence of machinery breakdown, an Act of God, fire, flood, power failure or other like cause beyond the control of the Company.

23.05 Because of their position in the Union, the President, Vice President, Secretary, Treasurer, and the Plant Chairperson will have senior seniority in the plant for the purpose of layoff only and provided they have the necessary qualifications to do the work required.

23.06 In the event an employee at Wescast Casting Wingham bumps out of their original department due to layoff, the employee will have up to one (1) year to be recalled to that department. After



one (1) calendar year, the employee will not be recalled to that department and the department to which they have bumped will be their department.

23.07 The Company agrees to discuss overtime requirements with the Union where there has been a layoff.

ARTICLE XXIV - TERMINATION

24.01 This agreement will remain in force for a period of three (3) years from the date hereof and shall continue in force from year to year thereafter unless in any year not more than sixty (60) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination or of proposed revision to this agreement.

SCHEDULE “A”
JOB TITLES – Wecast Casting Wingham

PRODUCTION:

PROBATIONARY:

- core filer trainee, core machine trainee, core machine set-up trainee, core tooling cleaner trainee, plant cleaner trainee, mould machine operator trainee, pour trainee, channel or coreless furnace operator trainee, grinding trainee, cleaning machine operator trainee, sorter/inspector trainee, breakoff trainee, material handler trainee, pattern shop trainee, ladle repair trainee, shipping and receiving trainee, storekeeper trainee, sand system trainee, nodularity technician trainee, general labour.

CLASS II:

- qualified core filer, qualified core machine operator, qualified core tooling cleaner, qualified plant cleaner, qualified mould machine operator, qualified pourer, qualified channel or coreless furnace operator, qualified cleaning machine operator, qualified grinder, qualified cleaning machine operator, qualified sorter/inspector,

qualified breakoff operator, qualified pattern shop technician, qualified shipper/receiver, qualified storekeeper, qualified ladle repair, qualified material handler, qualified nodularity technician, qualified in process technician, qualified sand system technician, general labour.

CLASS I:

- fully qualified core machine operator, fully qualified mould machine operator, fully qualified core tooling cleaner, fully qualified pourer, fully qualified channel or coreless furnace operator, fully qualified cleaning machine operator/grinder, fully qualified grinder/sorter, fully qualified grinder/breakoff operator, fully qualified nodularity technician, fully qualified in process technician, fully qualified pattern shop technician, fully qualified sand system technician, fully qualified shipper/receiver, fully qualified storekeeper.

CLASS A:

- channel and coreless furnace operators, pattern shop employees or other production employees who have achieved Class I and are able to perform all the duties of Class I in three (3) of the following seven (7) areas:

mould, pour, melt, clean and ship, core, pattern and stores.

JOB TITLES – Wecast Casting North Huron

Production:

Probationary:

Shipper/receiver/stores operator trainee, pattern (core & mould) trainee, lab (sand & iron) trainee, core/mould/finish trainee, melt/pour/refractory trainee.

Class II:

Shipper/receiver/stores operator, pattern (core & mould) worker, lab (sand & iron) operator, core/mould/finish operator, melt/pour/refractory operator. All of the above must have completed the probationary period.

Class I:

Shipper/receiver/stores operator, pattern (core & mould) worker, lab (sand & iron) operator, core/mould/finish operator, melt/pour/refractory operator. All of the above must have completed part 1 of the job profile.

Class A:

Shipper/receiver/stores operator, pattern (mould & core) worker, lab (sand & iron) operator, core/mould/finish

operator, melt/pour/refractory operator. All of the above must have completed both parts of the job profile.

MAINTENANCE – Wescast Casting Wingham & Wescast Casting North Huron:

JOURNEYMAN QUALIFIED

- licensed millwright, licensed industrial mechanic or licensed electrician and mechanical or electrical technician or technologist, who have:
 - a) successfully completed the probationary period and 17 months of Wescast maintenance experience; or
 - b) successfully completed the time and academic requirements of the apprenticeship program at Wescast and have successfully passed the provincial exam with a minimum of 60%;
- any of the above trades who have not achieved 60% on their provincial exam will remain in level one (1)
- other trades at the discretion of management
- unlicensed millwright, industrial millwright, or electrician who has been at level one for a period of six

years and meets and maintains practical performance standards evaluated by management.

LEVEL ONE

- unlicensed millwright, unlicensed industrial mechanic or unlicensed electrician with extensive Wescast Industries maintenance-experience.
- licensed trades other than millwright, industrial mechanic or electrician with extensive Wescast Industries maintenance experience.
- fourth period electrical, millwright or industrial mechanic apprentices in a Wescast Industries program since the start of their apprenticeship.
- licensed electrician, industrial mechanic or millwright and electrical or mechanical technicians and technologists after completing their trial period.

LEVEL TWO

- entry level for licensed electrician, industrial mechanic or millwright and electrical or mechanical technicians or technologists with no Wescast Industries maintenance experience

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unlicensed millwrights, unlicensed industrial mechanics, unlicensed electricians and licensed trades, other than electrician, millwright or industrial mechanics, after completing their trial period

- third period electrical, millwright or industrial mechanic apprentices in a Wescast Industries program since the start of their apprenticeship

LEVEL THREE

- entry level for unlicensed millwrights, unlicensed industrial mechanics, unlicensed electricians and licensed trades, other than electrician, millwrights and industrial mechanics with no Wescast Industries experience
- second period electrical, millwright or industrial mechanic apprentices in a Wescast Industries program since the start of their apprenticeship
- maintenance labour, for example but not limited to yard and pits duties
- canteen operator

- entry level for first period electrical, millwright and industrial mechanic apprentices starting their apprenticeship program at Wescast Industries

NOTES

- all tradesman, registered apprentices and maintenance employees, registered in an apprenticeship program, ICS, and Wescast Certification Program, prior to July 1, 1993, are exempt from the new standards, However, apprenticeship applicants must successfully complete a new evaluation process.
- the above statement applies to all maintenance levels.
- all maintenance employees in their present levels, prior to July 1, 1993, will retain their status
- the Wescast Certification Program adds fifty (50) cents per hour for each of four (4) Wescast Certification Program modules successfully completed. Successful completion includes passing the written and practical requirements or 1 year's Wescast maintenance experience for each fifty (50) cents. Pit/Yard labour are

eligible for Phase One (1) only. Canteen operators are not eligible for the Wescast Certification Program.

- failure to maintain the apprenticeship standards will result in termination of the apprenticeship contract with Wescast Industries. The employee has the option to post into a position their seniority, skill, and ability will permit, if a job posting becomes available.

TRIAL PERIOD

- is for twelve (12) month period
- begins after a new employee has completed the required probationary period
- or begins when a union employee has successfully posted into the maintenance department
- does not apply to the canteen position
- is set up to provide new and existing employees a reasonable amount of time to learn and demonstrate their abilities to perform the work to standards required in maintenance

- during the trial period, performance evaluations will be done at three, six, nine, twelve month periods
- if the employee can't perform the work to standards required within the trial period, they have the option to post into a position their seniority, skill, and ability will permit if a job posting becomes available.

Schedule 'B' – Production

Year 1

Class	Probation Period	3 months	12 months	24 months	36 months & over
Probation	12.87				
Class II		16.95	17.16	17.34	17.69
Class I		17.17	17.36	17.55	17.88
Class A		17.67	17.86	18.05	18.38

Year 2

Class	Probation Period	3 months	12 months	24 months & over
Probation	12.87			
Class II		16.95	17.16	17.69
Class I		17.17	17.36	17.88
Class A		17.67	17.86	18.38

Year 3

Class	Regular Rate
Probation	13.27
Class II	17.69
Class I	17.88
Class A	18.38

Notes:

- Shift Bonus \$.80/hr
- Leadhand/Technician Bonus – Minimum \$.50/hr

Schedule 'B' - Maintenance

Year 1

<u>Level</u>	<u>Probation Period</u>	<u>3 months</u>	<u>12 months</u>	<u>24 months</u>	<u>36 months & over</u>
Level 3	12.92	17.01	17.22	17.36	17.74
Level 2	13.25	17.47	17.66	17.87	18.19
Level 1	13.79	18.19	18.38	18.58	18.91
Journeyman	14.91	19.59	19.88	19.99	20.33

Year 2

<u>Level</u>	<u>Probation Period</u>	<u>Starting Rate</u>	<u>12 months</u>	<u>24 months & over</u>
Level 3	12.92	17.01	17.22	17.74
Level 2	13.25	17.47	17.66	18.19
		18.19	18.38	18.91
Journeyman	14.91	19.59	19.88	20.33

Year 3

<u>Class</u>	<u>Regular</u>
Probation	13.31
Level 3	17.74
Level 2	18.19
Level 1	18.91
Journeyman	20.33

See Notes – Page 72

Notes:

- Shift Bonus \$.80/hr
- Leadhand/Technician Bonus – Minimum \$.50/hr
- Wescast Certification Program (WCP):
 - \$.50/hr for successful completion of each of four phases, or \$.50/hr for each year of Wescast maintenance experience up to four (4) years
 - Pit/Yard – eligible for Phase 1 only
 - Canteen Operator not eligible for WCP bonus
- Licensed Millwright or Licensed Electrician bonus \$.50/hr
- Millwright/Electrician dual license bonus: \$1.00/hr

Cost Of Living Allowance [COLA]

The Company agrees to provide a cost of living allowance determined in the manner hereinafter set forth in accordance with changes in the official Ontario Consumer Price Index, published by Statistics Canada (1992 = 100), and hereinafter referred to as the CPI.

The “Average CPI” is defined to be the average CPI for the 3 months prior to the measurement point. For example, the Average CPI at March 1999 is the average of the CPI at the end of December 1998 (108.9), January 1999 (109.3) and February 1999 (109.4) or 109.20.

Cost of Living adjustments will be made upward quarterly as indicated in the Average CPI, but in no event will a decline in the Average CPI below that of 109.20 provide a basis of reduction in the wages set forth in this agreement.

The first COLA adjustment shall be made on July 5, 1999 comparing the Average CPI at June 1999 to the base Average CPI at March 1999. Subsequent COLA adjustments will be made according to the following schedule:

Effective Date of Cost of Living Adjustment Each Year:	Based on the Average CPI At:
July 5, 1999 (for July 1, 1999)	June 1999
October 4, 1999 (for October 1, 1999)	September 1999
January 3, 2000 (for January 1, 2000)	December 1999
April 3, 2000 (for April 1, 2000)	March 2000
July 3, 2000 (for July 1, 2000)	June 2000
October 2, 2000 (for October 1, 2000)	September 2000

January 1, 2001 (for January 1,2001)	December 2000
April 2, 2001 (for April 1,2001)	March 2001
July 2, 2001 (for July 1,2001)	June 2001
October 1, 2001 (for October 1,2001)	September 2001
January 7, 2002 (for January 1,2002)	December 2001
April 1, 2002 (for April 1, 2002)	March 2002

At each quarterly measurement point, the Average CPI will be compared to the Average CPI at March 1999 (109.20). The amount of the cost of living adjustment shall be one cent (\$0.01) per hour for each whole 0.0589 increase in the Average CPI less the cumulative cost of living adjustment as at the prior quarterly measurement point.

The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly CPI calculated on the same basis and in the same form as published in 1992. However, if during the life of the Agreement, this method should be replaced by another method of computing the index, the parties will meet to determine the method of converting the escalator formula for wage rate adjustments.

The Cost of Living allowance will be also included in computing overtime pay, holiday pay, vacation pay, jury duty pay and bereavement pay.

Benefit Summary – Effective July 1, 1999
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Benefit	Coverage Year 1	Coverage Year 2	Coverage Year 3	Employer Premium cost	Employee Premium cost
<u>Employee Life Insurance</u> <i>Employee is eligible for benefit after 3 months</i>	\$40,000 reducing by 50% at age 65 and terminating at age 70	\$40,000 reducing by 50% at age 65 and terminating at age 70	\$40,000 reducing by 50% at age 65 and terminating at age 70	100%	Nil
<u>Employee Accidental Death and Dismemberment and Specific Loss</u> (Principal Sum) (Underwritten by American Home Assurance Co.) <i>Employee is eligible for benefit after 3 months</i>	\$40,000	\$40,000	\$40,000	100%	Nil
<u>Dependent Life Insurance</u> <i>Employee is eligible for benefit after 3 months</i>	\$5,000	\$5,000	\$5,000	100%	Nil
<u>Semi-private</u> <i>Employee is eligible for benefit after 3 months</i>	Semi-private room reimbursement			Nil	100%

<u>Healthcare</u> <u>Basic Expense Maximums:</u> Hospital Nursing	100% reimbursement of eligible charges subject to maximums below. Private ⁸ Room (You will only be eligible for this benefit if you are also enrolled under the semi-private hospital benefit) \$25,000 every 3 years	100%	Nil
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<u>Paramedical Expense</u>			
<u>Maximums</u>	Unlimited	100%	Nil
Physiotherapists	\$200 each calendar year		
Psychologists/Social Workers	\$35 for initial visit \$20 per hour for each subsequent visit, \$200 each/calendar yr.		
Speech Therapists	12 visits each calendar year		
Masseur	\$7 each visit		
Global Medical Assistance Expenses (GMA)	Included		
Out of Country Emergency Care Expenses	Included		
Lifetime Healthcare Maximum	Unlimited		
<i>Employee is eligible for benefit after 3 months</i>			

<p>Dental Care (Basic/Preventative) <u>Payment Basis</u></p>	<p>The dental fee guide in effect in your province of residence in the year prior to the date the expense is incurred</p>	<p>100%</p>	<p>Nil</p>									
<p><u>Reimbursement Levels</u> Accidental Dental Injury Expenses All other expenses</p>												
<p><u>Plan Maximum</u></p>												
<p><u>Benefit Coverage</u></p>		<p>100%</p>										
<p>Laid Off Employee Wage Loss Replacement WSIB (WCB)</p>		<p>(except Semi-Private Hospital Coverage)</p>										
	<table border="1"> <thead> <tr> <th><u>Year 1</u></th> <th><u>Year 2</u></th> <th><u>Year 3</u></th> </tr> </thead> <tbody> <tr> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>100%</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	100%	100%	100%	100%	100%	100%		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>										
100%	100%	100%										
100%	100%	100%										
			<p>Nil</p>									
	<p>\$1000 each calendar year</p>											
	<p>6 months 6 months Duration of injury</p>											

WAGE LOSS REPLACEMENT

Overview:

This is a description of the income benefits available to you during a period of total disability. Total disability

Company Policy on complete details of eligibility)

Benefit Amount:

You will receive 66 2/3% of your regular earnings in effect at the commencement of your disability.

Benefit Waiting Period:

If you are absent from work as a result of a disability and under the care of a physician, benefits will start from the earliest,of the following dates:

-

first (1st) day of disability if you are hospitalized;

- first (1st) day of disability due to an injury
- fourth (4th) consecutive day of disability due to illness.
(For Wescast Casting North Huron, after a waiting period of twenty-four (24) hours scheduled work.

cost: 100% Employer Paid

Pension Plan

Union employees are required to contribute 1% of their base wage to their pension plan. Wescast Industries Inc. will contribute 1% of the employee's base wage as a Company contribution.

Effective July 1, 1999, all current employees enrolled in the defined contribution plan, will be required to move their contributions to the 5% Employee / 7% Company contribution level during the life of this agreement.

All new participants to the defined contribution plan will be required to be enrolled at a 5% Employee pension contribution level with a 7% Company contribution.

Employees are eligible to contribute to their pension plan after the completion of twenty-four (24) months of service.

Unfunded Retiree Allowance

Effective July 1, 1999 employees of Wescast Casting Wingham and Wescast Casting North Huron as described in the “Plan Document of Unfunded Retiring Allowances for the Wescast Wingham Foundry” will be entitled to the enhancements as described in the Plan Document. The Plan Document will be a part of the collective agreement. In the event the Company, through no fault of their own, must discontinue the unfunded retiring allowances as described in the Plan Document for any reason, the Company will meet with the Union to discuss other ways of providing equivalent benefits through alternative methods.

Benefit Coverage for Pensioners

Effective July 1, 1999, employees of Wescast Casting Wingham and Wescast Casting North Huron as described in the “Plan Document of Unfunded Retiring Allowances for the Wescast Wingham Foundry” and their dependants, as applicable, will be entitled to Life Insurances, Health Care benefits, Dental benefits and Vision Care benefits from their date of retirement up to the earlier of the month following the month that the pensioner turns age 65 or until the death of the pensioner. After age 65, these pensioners and their

dependents, as applicable, will be entitled to Life Insurances, Dental benefits and Vision Care benefits as per the collective agreement until the death of the pensioner.