

**COLLECTIVE
AGREEMENT**

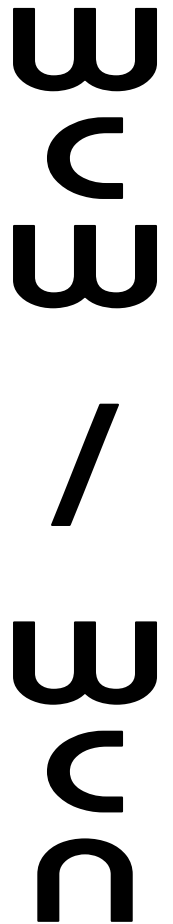


wescast industries inc.
casting facilities
within a 50 km radius of Wingham

and



**July 1, 2011
to
June 30, 2014**



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**THIS AGREEMENT, made and entered into
this 1st day of July, 2011A.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.

The Company and the Union recognize that the two plants covered under this collective agreement may have different needs and interests. Both parties agree to adhere to the terms of this collective agreement at each location but also recognize that each plant may agree on separate solutions to meet their individual needs. If such need arises, Representatives of the Company and Representatives of the Union, which will include the President of the Union and the two (2) respective chairpersons, will meet in order to attempt to find a mutually agreeable solution to the specific issue.

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, 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, and shall be required to remain members in good standing as a condition of employment during the life of this agreement.

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 Human Resources. Such permission will not be unreasonably withheld.

3.03 Union dues will be deducted from employees' pay as per the CAW Constitution 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) Temporary transfers between Wecast facilities not covered by this collective agreement will only be allowed where there is mutual agreement between the Union President or designate and the Plant Leader or designate.

- c) The Company will provide assistance as noted below to individuals who at the request of Management (excluding job postings) have accepted a permanent assignment to another Wecast facility and will need to be relocated.

To qualify for relocation assistance, the individual must have completed three (3) years of Company service.

- a) A formal written job offer, signed by the individual and the appropriate management representative, must be on file.
- b) Receipted expenses related to the physical move will be reimbursed or provided by the Company as follows:
 - i) Moving van expenses following three (3) quotes
 - ii) Additional costs anticipated at the time of the move will be determined and an agreement reached between the relocating individual, the Plant Leader and Human Resources on reasonable reimbursement.
- c) An agreement may be reached on a flat amount to cover expenses in b) above between the Management Representative and Human Resources. Receipts are required for tax and audit purposes.
- d) Since the policy will not cover real estate and legal fees, a temporary accommodation agreement may be agreed upon between Management and the individual until the current residence has been sold. The details of this arrangement, including costs and length of accommodation will be included in the offer letter.

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, may be 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.

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 Hospital's on-call Physician 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 Hospital's on-call Physician. 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.

ARTICLE V - PLANT COMMITTEE

- 5.01 a) The Company acknowledges the right of the Union to appoint or otherwise select a Plant Committee otherwise known as the Union Grievance Committee, which shall be composed of not more than six (6) Union Representatives. Each member of the Committee, and all Union Representatives, shall be regular employees of the Company, actually at work, who has 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. It is further agreed, the grievance committee will be increased

to seven (7) members in order to allow skilled trades representation for issues relating to skilled trades employees.

- b) For the purposes of negotiating a new collective agreement, the Company will recognize the Local Union President and Plant Chairpersons, two (2) members of the Union who have served their probationary period and who will be appointed by a meeting of the membership and **local 4207 skilled trades bargaining** representative, 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 Plant Chairs of the Union. This list will be updated when a change is made. Instructions 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 the Union Representative 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) The Union Representative shall obtain the permission of a 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.
- c) All Union executive positions will be paid by the Union for the time they take to perform their Union Executive duties. These duties include:
 - Time spent on treasury and bookkeeping for CAW Local 4207
 - Time spent at Union Conferences.
 - Time spent at meetings for Union Committees.
 - Time spent representing employees from other Companies (i.e. BIAX).

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.

5.07 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 Human Resources.

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

5.09 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.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 The parties to this agreement agree it is of the utmost importance to address complaints and grievances as quickly as possible. For the purpose of Article 6, “working days” refers to regularly scheduled worked days of the grievor, which do not include overtime shifts; “week days” refers to Monday to Friday excluding statutory holidays and floaters.

6.02 No grievance shall be considered where the circumstances giving rise to the grievance occurred or originated more than three (3) scheduled working days prior to the alleged issue. This time limit does not apply to grievances relating exclusively to rates and wages

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

Step 1 (Issue Resolution)

The employee and his/her Union Representative shall discuss the issue and potential grievance with his/her immediate Supervisor. The Supervisor shall respond in writing to the Grievor, the Union Representative and the Plant Chairperson within three (3) working days of the meeting. If no agreement is reached, **the issue** will be presented to the Supervisor and Human Resources, in writing, within three (3) working days of the response from the Supervisor on a form supplied by the Union and approved by the Company. If the Supervisor fails to respond in writing within the time limits above, the issue and potential grievance will automatically move to Step 2. In such cases the time limits to file a written grievance at Step 2 will not apply to the Union

Step 2

Upon receipt of the written grievance, the Supervisor will have three (3) working days to hold a meeting. The immediate Supervisor, the Union Representative and the employee (at his/her discretion) shall attend the meeting and discuss the grievance. Other members of Management and the Union may attend as required. The Supervisor will respond in writing within three (3) working days of the meeting to the grievor, Union Representative and the Plant Chairperson. If no agreement is reached, **the grievance will be presented at a 3rd Step Meeting to be scheduled on a monthly basis between the Company and the union.** The Plant Chairperson may request a Step 3 meeting within three (3) working days of receiving the response, in writing to the Human Resources. If the Supervisor fails to respond in writing within the time limits it shall be considered settled in favour of the Union without prejudice and precedent subject to the approval of the Union President.

Step 3

Management **and the Union** shall hold a **monthly** meeting with the Plant Union Grievance Committee to consider **Step 2** Grievance(s). The Company will respond in writing within five (5) week days of **this** meeting to the Plant Chairperson. If the Company fails to respond within the time limits, the Union will advise the Company in writing. In such cases, the Company has one (1) week day to respond. If the Company fails to respond within one (1) week day from the Union's notification, the grievance shall be considered settled in favour of the Union without prejudice and precedent subject to the approval of the Union President.

If the grievor(s) wishes to attend the 3rd Step Meeting, the meeting will be held on their scheduled shift on the day of the Union/Management Meeting. Weekend Grievor(s) will have their grievance reviewed on their next weekday scheduled shift after the Union/Management Meeting.

Grievance(s) as a result of termination(s) or other time sensitive grievance(s) as determined between the Company and the Union will be heard at Step 3 meeting within three (3) working days of the grievance submission.

If these grievance(s) continue to be unresolved, then the union may present these grievance(s) at a Step 3.5 meeting between the Company and the Union. The Step 3.5 Meeting will be scheduled between the Director of Human Resources and the CAW National Representative in a timely manner.

In the case of a policy grievance, the written grievance will be submitted to Human Resources by the Plant Chairperson or his/her designate and will be inserted at Step 3 of the Grievance Procedure.

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

ARTICLE VII - ARBITRATION

7.01 a) 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 outline in Article VI above, and which has not been settled, will be referred to a Board of Arbitration **or Commissioner Arbitration** at the written request of either party within twenty-one (21) calendar days of the response at Step 3 or **3.5**. **If the union's written request for arbitration or commissioner arbitration is not submitted within twenty-one (21) days of the step 3 or 3.5 response, then the grievance will be considered to be withdrawn by the union.**

b) The Board of Arbitration **or commissioner arbitration**, shall consist of a single arbitrator designated by the Company and the Union who shall act as the Board of Arbitration. The arbitrator will be selected **in Company/ Union rotation** from the following list:

P. Barton	P. Knopf
I. Hunter	R. MacDowell
W. Rayner	B. Maclean
G. Charney	L. Davie
C. Humphrey	J. Devlin

If in the **selection** rotation, an arbitrator is unable to specify a mutually agreed upon date for the arbitration within a reasonable period of time, the **party whose turn it is to select, may select an alternate arbitrator from this list which meets a reasonable period of time to hear the matter.**

c) As an alternative to the regular arbitration **process** the parties shall have the option to refer a **step 3 or step 3.5** grievance **to commissioner arbitration**. **The same list of arbitrators will be used in rotation as outlined in article 7.01 b)**

d) The Company and Union shall **equally** share the expenses of the Arbitrator **for regular arbitration and commissioner arbitration.**

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

7.02 Failing agreement on the date of the arbitration hearing within seven (7) calendar days of the response outlining the arbitrator's availability, the matter may be referred within the next seven (7) calendar days to the Ministry of Labour, who shall appoint an arbitrator. No persons involved directly in the controversy under consideration shall be an arbitrator.

7.03 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.

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

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

For the purposes of Article 9, "working days" refers to regularly scheduled worked days of the employee, which do not include overtime shifts; "week days" refers to Monday to Friday excluding statutory holidays and floaters.

- 9.01 In all cases which require disciplinary action, the procedure to be followed will be as per the Progressive Discipline System (6.3.1) signed and dated **July 18, 2011**. Discipline is defined as a warning, suspension or termination of an employee. A Union Representative will be present during all discipline. When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline; the employee will be so informed before the interview and the interview will not proceed until his/her Union Representative is present. Any meetings involving the administration of discipline will take place in an office, which will provide privacy. A copy of the discipline must be given to the Union Representative.
- 9.02 Discipline will be **issued to** the employee(s) concerned within three (3) working days of the incident **or ought to have been known**.
- 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 forty (40) regular working hours or equivalent for weekend and continental workers.
- 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 an injustice has been done, a written grievance may be submitted within three (3) week days after the employee has been notified of discharge. The grievance will be presented to the **Employee Relations Specialist or designate**, and **will** be inserted at Step 3 of the grievance procedure. **(Refer to 6.03)**

- 9.06 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", hereto, which is hereby made a part of this agreement.
- 11.02 Any payroll errors that are less than four (4) hours will be corrected the next pay period. Any payroll errors that are four (4) hours or more will be corrected the same week. Errors must be brought to the attention of the Payroll Department by 9:00 a.m. if the correction is to be made the same day, otherwise the correction will be made the next week day.

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.

12.02 The Company reserves the right to alter shift schedules to any combination of 5 - 8 or 4 - 10 hour shifts during Monday to Friday not including continental shift. **Any changes to the shift schedule or the introduction of any alternate shift schedule will be mutually agreed upon by the Company and the Union Plant Committee. All hours scheduled as part of the standard work week are mandatory and paid at straight time subject to articles 12.03.**

a) Eight Hour Shift – The standard work week shall consist of forty (40) hours per week. The current distribution of the hours is five (5) eight (8) hour shifts from 11:00 pm Sunday to 11:00 pm Friday. WCW is on a straight shift operation, WCN is on a rotating shift operation.

b) Continental Shift (WCN only) – The standard work week shall consist of twelve (12) hour, day/night rotational shifts (48 hours for week #1, 36 hours for week #2). Day Shift begins at 6:00 am and ends at 6:00 pm. Night Shift begins at 6:00 pm and ends at 6:00 am.

c) Weekend Shift – **Weekends Hours of Work**

I. Employees will be scheduled 7am to 3pm every other Friday or as determined by the job posting.

i) **If there is no scheduled production on Saturday or Sunday, the hours of work will be:**

7 am to 7 pm Saturday

7 am to 7 pm Sunday

ii) **If there are 2 or more production shifts scheduled on Saturday or Sunday, the hours of work will be:**

11 am to 11 pm Saturday

11 am to 11 pm Sunday

or

7am to 7pm Saturday

7am to 7pm Sunday

The hours of work will depend on the production shift(s) scheduled.

- II. 7am to 5pm Saturday**
7 am to 3 pm Sunday
7 am to 3 pm Monday
7 am to 3 pm Tuesday

- III. 7 am to 5 pm Saturday**
7 am to 3 pm Sunday
7 am to 3 pm Wednesday
7 am to 3 pm Thursday

- IV. This schedule is for the Temporary Machine Guarding position only.**

7am to 7pm Saturday
7am to 3pm Wednesday
7am to 3pm Thursday
7am to 3pm Friday

- V. Adjustments to the shift hours to suit production and holiday schedule will be requested as far in advance as possible but in any event not less than two (2) weeks. If the two (2) week notice is not met an agreement with the employee will be required. It is agreed the two (2) week requirement for vacation requests will be waived if production/maintenance requirements permit.**

- VI. A weekend skilled trades rotating schedule is in place to cover Sunday Night start up from 7pm-11pm. When there is enough skilled trades scheduled from the overtime postings for Sunday Night 7pm-11pm, the weekend skilled trades will be permitted to work Sunday 7am to 7pm.**

Notes: Maintenance coverage for the 8 hour production overtime shifts will generally be covered by a skeleton crew from the Eight Hour Shift or Continental Shift. Training will be completed on the Friday shift when possible. The work week shall be Sunday at 11

pm to Sunday at 11 pm.

- i. Trades (Millwright & Electrical) must be willing to help out the other trade if the need arises.**
- ii. All trades must be willing to work in any department as required. Safety and job training will be provided as required.**
- iii. Keys for the stock room will be issued to crew member(s) if required. The key(s) are not to be used to allow contractors into central stores. Contractors will be the responsibility of the Project Manager or their designate.**
- iv. The supervisor and the crew will be responsible for making the plant secure at the end of each shift.**

Weekend Shift Pay

Scheduled Friday hours worked will be paid at straight time.

Weekend hours worked will be at premium time with the applicable shift premium.

(ie. under IV above Saturday would be 8 hours on days, 4 hours on afternoons).

Weekend Shift Vacation and Vacation Pay

1 weekend (2 - 12 hour shifts) plus 4 straight time hours will be equivalent to one week (5 days or 40 hours) of vacation.

Weekends Shift Days Off

- a) Weekend Workers may switch with a person, of equivalent skill and ability, from the weekday crew. The switch shall be posted. The employee is responsible to find a replacement, make the arrangements and obtain the approval from the weekend supervisor.**
- b) Time off with permission of the weekend supervisor may be made up during the week previous to or following the time off at straight time**

Weekend Shift Pensionable Earning

Pensionable Earnings will be calculated based on hours paid for the regularly scheduled workweek (see item c) for Hours of Work). Pensionable Earnings for any additional work (overtime) will be calculated on hours worked.

Example

1 weekend (2 - 12 hour shifts) plus 4 straight time hours will be equivalent to one week (5 days or 40 hours) of pensionable earnings.

The shift has been created to cover the work presently required to be done on the weekend. The requirement or effectiveness of this shift will be reviewed periodically to determine if it shall continue.

12.03 All overtime is voluntary. **The following will be considered as time worked** in calculating overtime: floating holidays, declared holidays, vacation time, bereavement, **union business**, jury duty, **and company requested voluntary time off**. Employees working overtime in a position with a lower rate of pay will have their pay adjusted accordingly on overtime shifts.

- a) Overtime at the rate of time and one-half of the employee's straight time rate will be paid **after forty (40) hours** have been worked with the standard work week **as defined in 12.02**
- b) **Weekend Shift employee(s) shall be paid time and one-half of the employee's straight time rate.**
 - i. **For all work performed on Saturday and Sunday scheduled shift per article 12.02**
 - ii. **Provided weekend shift hours of work per article 12.02 c) have been fulfilled.**
- c) If overtime hours are incorrectly assigned, the grieving employee will be paid at his/her applicable rate for the hours lost.

12.04

The Company will provide an Overtime board(s) for posting Production and Skilled Trades Overtime. **All employees interested in working overtime are required to sign for the block of posted overtime.** Overtime must be posted for three (3) days prior to Wednesday at 1:00 p.m. Overtime must be signed by Wednesday at 1:00 p.m. to qualify for **the posted overtime block.** Emergency overtime will be dealt with **by** the Company and with a member of the Union Plant Committee's discretion. Seniority will govern providing the employee has the required skill and ability to perform the work in question.

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.

Employees who are asked to be "on call" and carry a pager will be paid \$100.00 for each twenty-four (24) hour period and are not paid an hourly wage if called in. Selection of qualified employees to be "on call" will be based on a requirement to live within three (3) kilometres of the plant.

PRODUCTION PLANNED OVERTIME (KNOWN VACANCIES TO BE COVERED FOR WEEKDAY)

For Production Overtime, Production Plant wide seniority **will** govern, Skilled Trades employees may sign a Production overtime posting notice and will be awarded in the event the required number of Production employees are not available.

Employees will be selected for the posted overtime block in the following order:

- 1. Posting plant by production seniority, skill and ability, who have signed for a full block**
- 2. Non-Posting plant by production seniority, skill and ability, who have**

signed for a full block

- 3. Posting plant by production seniority, skill and ability, who have signed for less than a full block**
- 4. Non-Posting plant by production seniority, skill and ability, who have signed for less than a full block.**
- 5. Posting plant by Skilled Trades seniority, skill and ability, who have signed for the full block.**
- 6. Non-Posting plant by Skilled Trades seniority, skill and ability, who have signed for the full block.**
- 7. Posting plant by Skilled Trades seniority, skill and ability, who have signed for less than the full block.**
- 8. Non-Posting plant by Skilled Trades seniority skill and ability, who have signed for less than the full block.**
- 9. Students, and Staff.**

The overtime postings will be taken down on Wednesday at 1:00pm. Employees selected for overtime will have their names highlighted on the Overtime posting which will be reposted immediately following the meeting.

Any of the above employees (1 through 9 for planned overtime) who have been awarded the overtime block will be committed to working these hours. Failure to report for the overtime assignment will be addressed through the Attendance Management Program.

MAINTENANCE PLANNED OVERTIME (KNOWN VACANCIES TO BE COVERED FOR WEEKDAY)

- a) For Skilled Trades Overtime, Skilled Trades seniority **will** govern in the following order
 1. Employees with seniority in their 1st trade

2. Apprentices in their 1st trade
3. Employees holding a 2nd ticket

Skilled Trades Employees must work in the Skilled trades first for overtime shift(s).

Employees will be selected for the posted overtime block in the following order:

- 1. Posting plant by Skilled Trades seniority, who have signed for the full block.**
- 2. Non-Posting plant by Skilled Trades seniority, who have signed for the full block.**
- 3. Posting plant by Skilled Trades seniority, who have signed for less than the full block.**
- 4. Non-Posting plant by Skilled Trades seniority, who have signed for less than the full block.**

Production employees may be assigned as a maintenance helper. This overtime will be assigned by seniority to employees who have signed for the full block of overtime offered, and then by seniority for less than the full block of overtime offered.

Maintenance Helper is defined as:

Any activity which includes providing assistance to the skilled trades person. These activities would include securing tools/parts for the skilled trades person, or cleaning equipment and/or parts etc.. Maintenance helpers will not perform the duties of equipment repair or replacement.

The overtime postings will be taken down on Wednesday at 1:00pm. Employees selected for overtime will have their names highlighted on the Overtime posting which will be reposted immediately following the meeting.

Any of the above employees (1 through 4 for planned) who have been awarded the overtime block will be committed to working these hours. Failure to report for the overtime assignment will be addressed through the Attendance Management Program.

- 12.05 a) Any employee who reports for work at his/her regular starting time and is sent home because no work of any kind is available, he/she shall be paid one half of the scheduled shift pay at his/her applicable 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, **employees will have the option to voluntarily go home by seniority if sufficient skill and ability is available by department.**

The remaining employees affected by the work shortage will be scheduled as follows:

- i. One day or less in order of department seniority**
- ii. One week or less in order of shift seniority**
- iii. More than one week in order by seniority skill and ability**

12.06 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 a member of the Union Plant Committee.

12.07 The procedure to be followed for situations requiring overtime coverage will be as per **Article 12.04** and Unplanned Coverage Policy 3.6.2 dated **June 30, 2011.**

- 12.08 a) For employees working eight (8) hours, a fifteen (15) minute paid break period and a twenty-five (25) minute paid lunch period will be granted.
- b) Employees working ten (10) hours or more will be granted an additional fifteen (15) minute paid break period during the shift hours.

- c) **Employees are expected to remain on Company property during their lunches, breaks and throughout their shift. Anyone wishing to leave the property during their shift, must obtain permission from their supervisor**

ARTICLE XIII - VACATION WITH PAY

13.01 The vacation year commences July 1st and ends June 30th. Vacation pay will only be paid out when requested by an employee.

Years of Service	Vacation Entitlement – Eight Hour Shifts or Ten Hour Shifts	Vacation Entitlement – Continental Shifts	Vacation Pay %
Less than 1	.83 shifts/mo of service	.58 shifts/mo of service	4%
1	2 weeks	7 shifts	4%
5	3 weeks	10 shifts	6%
10	4 weeks	14 shifts	8%
20	5 weeks	17 shifts	10%

- a) Years of Service must be obtained prior to June 30th in the previous vacation year to be entitled to vacation with pay as indicated above.
- b) Vacation request forms must be submitted to the Supervisor a minimum of fourteen (14) days in advance of the vacation and be taken at a time convenient to the Company and Employee. Vacation time will be granted on a first come first serve basis.
- c) Weekend Shift – Vacation time is covered under **Article 12.02**

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 a) The Company agrees to post the definite annual summer shutdown/vacation period on or before April 30th in each year. The Company agrees any summer shutdown/vacation period will be scheduled between the last day

of the Elementary School year and Labour Day. After the summer shutdown/vacation period has been posted, it may only be changed by mutual agreement between the Company and the Union President or designate.

- b) The Company agrees to post the annual Christmas shutdown period on or before September 30th and finalize no later than December 1st in each year. The Company agrees any Christmas shutdown will include the period between Christmas Day and New Years Day. After the Christmas shutdown period has been finalized, it may only be changed by mutual agreement between the Company and the Union President or designate.
- c) A notice requesting volunteers to work during any shutdown will be posted and awarded using this selection criteria:
 - i) Posting plant by seniority, skill and ability
 - ii) Non-posting plant by seniority, skill and ability
- d) Employees, who either work their standard shift or schedule vacation during a shutdown period, will be paid overtime at the applicable rate as per Article 12 for all hours worked outside their standard shift. During a shutdown period, the employee's standard shift will not change unless agreed to by the employee. Employees who voluntarily change their shift during the shutdown period will be paid straight time for their standard hours and overtime as per Article 12.
- e) Production employees will not be required to use any vacation entitlements during the summer shutdown period unless there is an employee on layoff. If an employee is on layoff, then production employees must use one week of vacation during summer shutdown. Maintenance employees will work summer shutdown as required at straight time. Overtime will be as per Article 12.01.

13.04 Employees will have their unused vacation time printed on their pay stub. Employee's unused vacation will automatically carry over to the following vacation year under the following guidelines:

Years of Service	Carry Over Weeks – Eight Hour Shifts	Carry Over Shifts – Continental Shifts
3	1	4
5	2	7
10	3	10
15	4	14
20	5	17

In the event carried over week(s) are not used in the following year, they will be forfeited.

ARTICLE XIV - DECLARED HOLIDAYS PLUS FLOATING HOLIDAYS

14.01 Where any of the following statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada 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 shall receive payment for such holidays based on their applicable 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 Management or verified by doctor's note if requested. Employees who are late by less than one (1) hour will be deemed to have worked the full shift for purposes of eligibility for the holiday. Employees late by more than one (1) hour on such day or days will be deemed to have worked the full shift for purposes of eligibility for the holiday provided they provide a reasonable explanation for such

lateness.

- 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 Plant Committee 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
 - i. One and one-half time their regular rate for the hours actually worked by the employee at the rates of pay applicable for the work performed and;
 - ii. Will receive statutory pay or
 - iii. Defer the statutory holiday and statutory pay to another day.

The deferred statutory holiday must be taken within one year of the day worked.

- 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 the Continental Shift schedule, eight (8) hours if working the Eight Hour Shift schedule, or ten (10) hours if working the Ten Hour Shift Schedule.

Weekend Workers - If a Paid Holiday falls on weekday Monday through Friday which is normal scheduled day off, the weekend worker will be entitled to receive eight (8) hours pay for the holiday plus a additional eight (8) hour day off in lieu of a paid holiday.

For the purpose of declared holiday pay, an employee working the weekend shift shall be paid their regular hours at the applicable rate if the paid holiday falls during the normal weekend shift schedule.

- e) Five (5) floating holidays will be taken at Christmas.

ARTICLE XV - SENIORITY

15.01 An employee shall be considered probationary for the first sixty-five (65) days worked if working an Eight Hour Shift or the Weekend Shift for the first forty-three (43) days worked if working Continental Shifts and will have no seniority during that period. When calculating the probationary period for an employee working the Weekend Shift, the twenty-four hour period worked on the Weekend Shift will be equivalent to four and one-half (4 ½) days towards completion of their probation period. A day will be considered as a minimum of four (4) hours to a maximum of twelve (12) hours. After the probationary period outlined above, seniority shall include the probationary period. All new employees will have their job application date and time stamped to determine their order of seniority in the event two (2) or more employees acquire the same seniority date. Management will have right to the final decision if an employee's work record is satisfactory enough to gain full time employment.

15.02 Seniority and employment shall terminate when the employee:

- a) quits for any reason;
- b) is discharged for just cause and is not reinstated through the grievance procedure or arbitration;
- c) has been on layoff, for a continuous period of thirty-six (36) months;
- d) has been on layoff for a continuous period of less than thirty-six (36) 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 Plant Committee;
- 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 Plant Committee, there was reasonable justification for such absence.

- 15.03 An employee shall not accumulate seniority during a written leave of absence for personal reasons exceeding two (2) weeks. The two (2) week period may be extended to four (4) weeks if the leave is for a family matter. All leaves of absences 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.
- 15.05 Seniority referred to in this agreement shall mean length of continuous service in the facilities covered by this collective agreement subject to Permanent Transfer Policy dated September 24, 2002.
- 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 Plant Chairperson, **in addition, a copy of the skilled trades seniority list will given to the Skilled Trades Chair.** If the seniority list is not objected to within seven (7) **working** days of posting, it shall be deemed to be conclusive for all purposes.
- 15.07 If an employee covered by this agreement accepts a position outside of the bargaining unit, he/she will retain all previously acquired seniority but will not accumulate seniority while outside of the bargaining unit for a period of three (3) months from the date of appointment. After that time, they will lose all previously acquired seniority. If the employee returns to the bargaining unit during the three (3) months, they will be awarded an entry-level job. This term may be extended by mutual agreement between the Company and the Union President or designate.
- 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 absences to four (4) people off at any one time from each plant to maintain full plant operations. Such permission will not be unreasonably denied. The Union will endeavour to provide the Company

with a minimum of fourteen (14) calendar days advance notice.

ARTICLE XVI - JOB POSTING AND TEMPORARY TRANSFERS

16.01a) All new jobs, and all permanent vacancies, will be posted in the plants for a period of seven (7) working days together with a description of the job and the straight time rate of pay. All temporary postings expected to last one (1) year or less will be filled first by posting plant by seniority, skill and ability and then by non-posting plant by seniority, skill and ability. All temporary posting expected to last more than one (1) year will be posted at both plants. Employees with seniority may make application for such jobs. In the filling of these jobs, the Company shall be limited to selecting employees who have made application.

Temporary job postings shall be restricted to a prolonged absence of any employee for one of the following reasons:

- i) Occupational sickness and accident
 - ii) Non-occupational sickness or accident
 - iii) Legislated absences such as maternity leave, parental leave, etc.
 - iv) Other unforeseen temporary absences agreed to by the Company and the Union Plant Committee
- 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) 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 Plant Chairperson. The Supervisor or designate will be accountable for the following steps:
- i. Selection of the applicants will be made within ten (10) working days of the day the posting was taken down (or mutually agreed extension).
 - ii. The 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).

iii. 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 a) Any employee accepting a permanent job **posting** outside of their department, pursuant to this article, will not be entitled to bid on any other job outside their department for a period of twelve (12) months from date of the posting being awarded, unless the awarded position becomes redundant.

b) Any employee accepting a permanent job from within their department, pursuant to this article, will not be entitled to bid on another job within their department for a period of three (3) months from the date of the posting being awarded, unless the awarded position becomes redundant.

I. Any employee that declines two job postings within their department within a one year window while in the training period will not be entitled to bid on another job posting for one year after the second decline.

c) Any employee who offered a position that declines will not be entitled to bid on a job **posting** for a period of three (3) months.

Only the initial vacancy will be posted. **Any** vacancies for the same job within one (1) calendar month of the original posting **will not be required to be posted.**

An employee **in a** temporary job will not be entitled to bid on another temporary job for the duration of **their** current temporary **job** or twelve (12) months whichever occurs first.

- d) There will be **a training period of up to ten (10) working days, or two (2) weekend shifts for temporary job postings for weekend workers where:**
- i) the employee may decline the position or
 - ii) the Company may deem the employee as not having the required skill and ability to perform the job. In such a case, the employee will be entitled to immediately bid on future job postings.

In the case of i) or ii), the employee shall be returned to his/her previous job. The opportunity will then be given to the next bidder with the highest seniority, skill and ability. The training period may be extended if mutually agreed upon by both the Company and the Union Plant Committee.

16.04 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 skill and ability to do the work.

16.05 Employees may not apply for job postings until they have completed their probationary period.

16.06 In all cases of a job opening to the position of technician, seniority shall govern provided the employee or employees concerned have the required skill and ability to do the work. The Company will be the sole judge in the above factors. There will be a thirty (30) day training period for all technician positions. The successful applicant will receive the minimum technician bonus.

The Company and the Union will jointly design the test(s). The initial testing will only be used to identify training requirements. The successful applicant's test results will be reviewed with the Leader and the successful applicant to develop a training plan for the training period. Upon completion of the training period, a similar test may be given to the employee, if necessary, to determine if the employee is attaining and demonstrating the skill and ability to perform the job.

To apply for a Melt Technician position in the Melt department previous experience in the Melt Technician role is a pre-requisite.

ARTICLE XVII - HEALTH AND SAFETY

- 17.01 The Company agrees to work jointly with the Union and abide by Wescast's Health & Safety Policies in accordance with the Occupational Health and Safety Act in effect as of July 1, 2002 as a minimum standard.
- 17.02 The Company agrees to annually cover the cost of safety shoes or boots with metatarsal protection and in-soles as provided by the Company Nurse and/or HR Representative which must be worn as directed by the Company as a condition of employment. With the Company's approval, worn or damaged boots will be replaced as required.
- 17.03 The Company agrees to provide the cost of prescription safety glasses as necessary. Employees will be allowed to purchase prescription glasses from the optometrist of their choice, provided the glasses meet 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. Contact lenses are prohibited in the plant except where there is a safety issue and an employee would benefit from wearing contact lenses as per the Contact Lens Policy dated March 7th, 2003 and signed July 22, 2005. Eye examinations relating to prescription safety glasses will be covered once each 12 month period.
- 17.04 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. The Company will advise the employee they have the right to consult with the CAW Health and Safety Representative or designate before signing a medical information release form.

- 17.05 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. When an ergonomic concern is beyond the scope of the committee, the Company shall consider using an outside consultant.
- 17.06 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.
- 17.07 The Company shall ensure that adequate local exhaust ventilation systems are installed and maintained on all sources of hazardous airborne contaminants. The Company shall install and maintain ventilation systems to meet or exceed the standard set by the American Conference of Governmental Industrial Hygienists.
- 17.08 The Joint Health & Safety Committee will on a priority basis develop and implement a continuous improvement plan to manage the following:
- a) ensure substances used within the plant minimize harm to the employee;
 - b) ensure that usage of substances minimizes exposures to chemical and physical hazards;
 - c) provide guidelines for the use of personal protective equipment to further reduce exposure.
- 17.09 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 applicable rate of pay for the remainder of his/her shift. For required future medical doctor or specialist appointments related to the original compensable accident, the Company agrees to adjust an employee's shift or make other suitable arrangements to ensure applicable wages and/or awarded overtime are not lost.

- 17.10 The Company will provide training for all interested employees in First Aid and CPR applications. All employees taking this training will be paid at their straight time rate of pay. The training will be held on shift when possible.
- 17.11 The Company agrees to recognize a Health and Safety Representative who will be elected by the Union and certified in accordance to provincial legislation. Their responsibilities will be outlined in a job description to be jointly developed.
- 17.12 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.
- 17.13 In the event an employee sustains an occupational injury or illness, he/she may apply to the Company for coverage under the Wage Loss Replacement/STD Policy while waiting for payment from the Workplace Safety and Insurance Board. All required forms must have been submitted by the employee. The employee will sign a waiver agreeing to immediately reimburse the Company upon the receipt of benefits.
- 17.14 Salary and hourly employees agree to abide by their duties and responsibilities under the Occupational Health and Safety Act.
- 17.15 Shift Safety meetings between the Union Safety Representatives and the Frontline Leaders will be held on shift on a monthly basis unless it is agreed the meeting is unnecessary. The CAW Health and Safety Representative will attend these meetings.
- 17.16 The parties agree that an employee can refuse to do a job if he/she has cause to believe that it presents a danger to him/herself or a co-worker.
- 17.17 The Company agrees to provide water coolers year round in the plants.
- 17.18 It is agreed that if an employee is asked to perform work in the external environment, the Company will supply the proper seasonal work attire for the employee to perform his/her duties in a comfortable manner.

- 17.19 The Project Manager will arrange a meeting with the Safety Leader and the CAW Health and Safety Representative or their designate to review that the Environmental Considerations In New Projects and the Pre-Start Health and Safety Review Compliance checklists have been completed for any new project. Within one week of being put into operation, they will meet again to ensure the above requirements have been met. The CAW Health and Safety Representative will be notified of the introduction of any new product.
- 17.20 No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received the essential health and safety and basic operations training on the job.

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, Compassionate leave and parental leave in accordance with the provisions of the Employment Standards Act and or Employment Insurance 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.
- 18.05 Any employee who is pregnant while employed by the Company and is unable to continue in her job because of chemical/biological agents or physical conditions in their areas will be employed in another job that is operating in either of the plants. Upon receipt of medical verification, the Company may submit to the employee's doctor information pertaining to the employee's job that they feel may be beneficial to the doctor to make an informed decision in regards to this Article. The Company and the Union

Plant Committee Representative will meet to find a suitable position for the affected employee. Such employee will return to her original classification/job (unless declared redundant) upon completion of her Maternity Leave of Absence consistent with her seniority.

ARTICLE XIX - ALTERNATE WORK

19.01 In the event that an employee requires alternate work 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 job vacancy occurs, which the above 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
 - iii) Where the Company Medical Specialist and the employee's own Medical Practitioner are unable to agree on whether an employee is fit to work based on a health abnormality, the Company or the Union may request an opinion from a Specialist. The Specialist will be determined by mutual agreement between the Company and the Union. The opinion of the Specialist will be the determining opinion. The cost of the third opinion will be borne by the Company.
- 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 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 or Management.

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.

The Harassment-Free Workplace Policy will be posted on employee bulletin boards. The Company and the Union agree to maintain and support the Joint Union Management Committee on Harassment who is responsible for recommending appropriate training for plant personnel on this subject. New committee members will complete a two (2) day CAW approved Anti-harassment training course paid for by the Company and will jointly conduct training as required. Plant personnel will have a minimum of four (4) hours of training along with refresher courses annually.

Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (ie. Doctor, lawyer, professional counselor), an employee who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and the affected employee(s), and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

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
N0H 2C5

The Company further agrees that members of the bargaining unit, selected by the Union Plant Committee 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 Plant Committee

ARTICLE XXII - GENERAL

22.01 a) 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 or employee's current spouse, such employee, shall be granted an excused absence of the equivalent of forty (40) working hours at straight time for the purpose of attending the funeral and conducting other activities.

b) In the event of the death of a sister, sister-in-law, brother, brother-in-law, step-sister, step-brother, grandparents, grandchildren or great grandchildren of an employee or employee's current spouse, such employee shall be granted an excused absence of three (3) working days for Eight Hour Shift employees at straight time and two (2) working days for Weekend and Continental Shift employees at the applicable rate for the purpose of

attending the funeral and conducting other activities.

- c) In the event of the death of an aunt, uncle, niece, nephew or great grandparent of an employee or employee's current spouse, such employee shall be granted an excused absence of one (1) working day at the applicable rate for the purpose of attending the funeral and conducting other activities.

The above bereavement pay will not be paid if the employee is on a leave of absence, WSIB, wage loss replacement, or in receipt of any disability benefits.

For this clause, time off is intended to be consecutive except for the purpose of conducting other activities relating to the bereavement. In such cases, part of the above allotment may be used at a later date with the mutual agreement between the Supervisor and the Employee.

Bereavement pay will be paid at straight time. If an employee has been awarded overtime, **these hours will be applied toward the allotted bereavement time.** Bereavement pay for weekend employees will be paid at their applicable rate.

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.

22.02 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, is subpoenaed as a witness, or guardian of a subpoenaed 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.

- 22.03 The Company agrees to maintain the Employee Manual as required, which contains Company Policies and rules and regulations. A copy of the Employee Manual will be located in the Canteen and Union office in each plant. The Plant Committee will be given the opportunity to make representation to the Company at the Union Management meetings prior to changes or additions to the Employee Manual. The Company agrees it will give due consideration to any recommendations put forward by the Union Plant Committee. The Company agrees that the Employee Manual will not conflict with any legislation and/or Article contained within the Collective Agreement between the parties.
- 22.04 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 cases of emergency or for the purpose of instruction to bargaining unit employees, or to provide a relief period for an employee (not to include break periods as defined in the collective agreement); however, it is understood that non-bargaining unit employees will be permitted to produce samples. It is agreed that no work will be assigned that will result in 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.
- 22.05 Where monthly joint Union-Management or Union Steward Frontline Leader Standup 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 applicable hourly rate. The meeting will be held monthly unless it is agreed the meeting is unnecessary.
- 22.06 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.
- 22.07 The employer guarantees the benefits as briefly described in this collective agreement and fully described in Policy Number 138067 Division 5 (WCW) and Division 13 (WCN) and will form part of the agreement. The cost of all premiums shall be paid according to the benefit summary. The dental plan becomes effective after one year of service. Normal waiting

periods apply for all benefits. The Employer is responsible for administration and application of all benefits. The Wage Loss Replacement/STD policy on page 60, all insurances, group health care and dental coverage shall not be changed or modified during the life of this agreement except by mutual agreement between the Company and the Union Plant Committee. The Company will provide a copy of the current benefit booklet to all employees within two (2) months of ratification of the Collective Agreement.

22.08 When possible, the Company will advise the Union Plant Committee, 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.

22.09 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.
- iii) 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.

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

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

Tools and equipment shall not be removed from Company property for any reasons unless written approval is given by a supervisor.

- 22.12 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 meetings and training hours occurring outside of the employee's regular scheduled shift as **per article 12.03**. Where there is mutual agreement to adjust an employee's shift hours to attend meetings and training, the employee will not be paid premium rate.
- 22.13 Any changes to the absenteeism policy will be subject to notice and will be reviewed with the Union Plant Committee.
- 22.14 The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on November 11th of each year in observance of Remembrance Day.
- 22.15 In the event an employee is terminated as described in the Employment Standards Act of Ontario in a partial or total plant closure, the Company agrees to negotiate a termination/severance package which will be similar to what was provided for during the Stratford, Ontario Plant Closure. (i.e. 2 weeks per year of service and 6 months benefit package).
- 22.16 The Company will provide a copy of the benefit policies for the Union Office.

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 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 ten (10) 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 five (5) days notice of layoff or pay in lieu of notice except where such layoff is a consequence of machinery breakdown, 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, Skilled Trades Chairperson and the Plant Chairperson (Plant Specific) will have senior seniority for the purpose of layoff, only if they are employed at WCW or WCN and provided they have the necessary qualifications to do the work required.

23.06 In the event an employee bumps out of their original department due to layoff, the employee will have up to thirty-six (36) months to be recalled to that department. After thirty-six (36) months, 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 Plant Committee where there has been a layoff.

23.08 For the purpose of Skilled Trades layoff and recall, also refer to Article 26.04 and 27.07.

23.09 The Company agrees that employees can purchase benefits directly from the provider in the event of a layoff.

ARTICLE XXIV – EMPLOYEE ASSISTANCE PROGRAM

24.01 The Company and the Union have a strong interest in encouraging early treatment and helping to resolve employee problems related to substance abuse, emotional, medical, family or financial difficulties. To help achieve this goal, the Company and the Union will maintain a joint EAP Committee to assist in the promotion of a full and healthy lifestyle through employee assistance programs. Employee assistance is available to every employee or immediate family members (spouse, common-law spouse, mother, father, step-mother, step-father, child, or step-child of an employee).

ARTICLE XXV – LEAVES OF ABSENCE

25.01 All leaves of absences will be discussed with the Union President or his/her designate.

25.02 Leaves of Absence will be administered according to the Leaves of Absence Policy (3.4) dated **July 18, 2011**.

ARTICLE XXVI – SKILLED TRADES

26.01 Skilled Trades for the purpose of this agreement shall mean:

- a) Electrician
- b) Millwright

26.02 Skilled Trades

The term “Journeyman/woman” as used in this agreement shall mean any person

- a) who presently holds a Journeyman/woman” classification in a skilled trade as listed in Article 26.01 above as of July 1st, 2002, or

- b) who has served a bona-fide apprenticeship of 4 years - 8000 hours or five (5) years - 9000 hours and holds Certificates of Qualification and Apprenticeship, or
- c) who has 8 years of practical experience prior to July 1, 2002 in the skilled trade in which he/she claims "Journeyman/woman" designation and can prove same.

Any further employment in the skilled trades occupations as listed above, after signing of this agreement, shall be limited to "Journeyman/woman" and apprentices.

- 26.03 a) Production workers will not carry their seniority into the skilled trades nor will the skilled trades workers exercise their seniority into the general production or non-production groups except where a classification or trade listed in Article 26.01 above is discontinued or eliminated. Such employee will then exercise his/her total seniority recognized under this agreement for the purpose of displacing the junior employee in the classification or trade in which he/she is qualified, or shall exercise all of his/her total seniority recognized under this agreement in the general production, or non-production groups under the agreement.
- b) Seniority of skilled trades employees and apprentices at July 1, 2002 will be total seniority recognized under this agreement for a specific trade. After July 1, 2002, skilled trades seniority shall be determined from date of entry into a specific trade.
 - c) Using the relevant provisions in the other sections of this agreement, job postings, overtime, layoff and recall shall be determined using skilled trades seniority.

- 26.04 In the event of a decrease in workforce in any skilled trade classification the following procedure shall apply:
- a) probationary employees will be laid off from their classification
 - b) apprentices will be laid off from their classification in the reverse order of their entry into the apprenticeship.
 - c) If further employees are to be laid off, such employees will be laid off in reverse order of their seniority within their classification.
 - d) Recall shall be in the reverse order of layoff. The last employees laid

off shall be the first recalled.

26.05 Should a skilled trades employee become permanently medically unfit and unable to follow his/her skilled trade, both the Company and a maximum of two (2) Representatives designated by the Union Plant Committee will refer to Article 19, Alternate Work to place such an employee on a job that he/she is capable of performing at the applicable rate.

26.06 The company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, one-half (1/2) hour per year.**(journey persons & apprentices)**

The first dues will be deducted from the employees first pay following completion of their probationary period. Thereafter dues will be made in January of each succeeding year or upon completion of one (1) month's work in the calendar year. These deductions along with the names of the employees shall be remitted to the Financial Secretary of the Union Local 4207.

26.07 Skilled Trades employees may register in a second trade recognized by this agreement, if requested. The Apprenticeship Committee will recommend the number of employees away at trade school at any one time. The Company reserves the right to limit the number of employees who attend. First ticket apprentices will be given priority for schooling ahead of the dual ticket candidates.

26.08 Maintenance overtime assignments for project work will be administered according to the Policy and Procedures (3.6.4) signed August 10th, 2005 and dated May 12th, 2005.

26.09 It is agreed, should it become necessary to bring an outside contractor into the plant to perform warranty work, a Skilled Trades employee will observe and/or assist the outside contractor provided there is value for the Company and the employee.

ARTICLE XXVII – APPRENTICES

- 27.01 The purpose of the article is to define the provision governing registration, education, seniority, and all other matters specific to skilled trades apprenticeship.
- 27.02 A Joint Apprenticeship Committee at each plant shall be comprised of two (2) members; one from management and the Skilled Trades Chairperson or his/her designate. The function of the committee shall be to advise on all phases of the apprenticeship-training program. The committee shall meet quarterly and as required. All members of the committee must be present in order to administer the Apprenticeship Standards.
- 27.03 All Apprentices will be registered with the Ministry of Colleges, Universities and Training. All apprentices will sign a written apprenticeship agreement with the Company and the Ministry.
- 27.04 All Apprentices will be required to have the educational requirements as set out in the current Ontario Apprenticeship Regulations.
- 27.05 Apprentices will be required to attend classes for related instruction. Any time spent in the classroom instruction will be paid for by the Company. The Apprenticeship Committee will establish a related progressive training schedule for each trade.
- 27.06 Upon successful completion of the required hours of hands on training and successfully passing the trade test (Certificate of Qualification), an apprentice shall receive the Journeyman's/woman's classification, their rate and license bonus retroactive to the date they passed their trade test. If the test is not available within four (4) months of the employee being eligible to write the test, the bonus will be paid retroactive to the date the employee was eligible to write the test. An apprentice will not write his/her Certificate of Qualification unless it is approved by the Joint Apprenticeship Committee.
- 27.07 This clause applies to first ticket Apprentices only.

Apprentices will be laid off from their classification in the reverse order of their entry into the apprenticeship. Upon satisfactory completion of the Apprenticeship Program and obtaining the Certificate of Qualification, the apprentice will obtain skilled trades seniority as of the starting date of the apprenticeship, minus any time spent on layoff in production due to exercising bumping rights due to layoff. Accumulation of production seniority is frozen and excludes time served in apprenticeship. Employees who enter the Apprenticeship Training Program shall retain their seniority until such time as they complete their apprenticeship when the regular Skilled Trades seniority shall apply. The apprentice will exercise his/her seniority at a time of layoff from the apprenticeship.

27.08 The ratio shall not be more than one (1) first ticket Apprentice to four (4) Journeyman / Journeywoman. The Joint Apprenticeship Committee will advise on modifying the ratio as the need arises.

27.09 The following will be the requirements used for selecting apprentices:

- a) Apprenticeships will be posted according to Article XVI – Job Postings
- b) Applicants who sign the posting must meet the schooling requirements as set out by the Ministry of Education and Training (currently Grade 12 or equivalent)
- c) The top five (5) senior employees qualified will be given the opportunity to write the tests on a selected day and time. The employees will be paid three (3) hours at the applicable rate.
- d) The employee(s) must score above Grade eight (8) on each sub test in the CAAT.
- e) Applicants must achieve a minimum of the 40th percentile in each of the following areas:
 - (i) Abstract Reasoning
 - (ii) Mechanical Reasoning
 - (iii) Space Relations

- f) The employee with the highest passing mark will be selected.
- g) If no one is successful out of the top five (5) senior employees, the next five (5) senior employees will be given the opportunity to write the tests.
- h) If an employee does not pass the apprenticeship tests, they will not be allowed to re-write the test for a two (2) year period unless they can demonstrate they have upgraded themselves since their last testing.
- i) An employee who passes the test but is not selected will be given the option to re-write the test or use his previous test mark should a future opening occur.

27.10 At the discretion of the Joint Apprentice Committee, credit for prior experience in the applicable trade may be given. This will include but will not be limited to previous experience as determined by the Ministry of Colleges, Universities and Training. Previous experience must be proven to the Joint Apprentice Committee and accepted by the Ministry of Colleges, Universities and Training before the apprenticeship begins.

27.11 Each apprentice will be interviewed by the Joint Apprenticeship Committee after the completion of each level of school training. The intent of the interview is to review progress and correct potential problems that may arise. In the event of the apprentice not conforming to the apprenticeship requirements due to lack of interest, lack of school attendance, unsatisfactory work or general ability to learn, the employee will be returned to their pre-apprenticeship classification and rate of pay, if available. If not available, they will be placed in an entry-level position. Apprentices who have not been provided a timely evaluation of their progress may not be removed from the apprenticeship program before completion of the next level of schooling. Employees will not be removed from the Apprenticeship Program due to a lack of training related to Westcast.

After receiving the Certificate of Apprenticeship, an employee will have two (2) years to successfully obtain Certificate of Qualification. This two (2) year period will be extended with the approval of the Joint

Apprenticeship Committee. In a case where an employee is required to take a pre-certification course, the employee will have one (1) year from the completion of the pre-certification course to obtain a Certificate of Qualification. Failure to complete this requirement, the employee will be returned to their pre-apprenticeship classification and rate of pay, if available. If not available, they will be placed in an entry level position.

- 27.13 The Company will pay the Apprentice the following while attending school:
- a) The apprentice attending block release will receive eight (8) hours pay at his/her straight time rate for each day attended.
 - b) The apprentice attending day release on:
 - i. Eight Hour Shifts - will receive eight (8) hours pay at his/her straight time rate for each day attended.
 - ii. Weekend Shifts - will receive eight (8) hours pay at his/her straight time rate in one week and eight (8) hours pay at time and one half in the opposite week. These employees will not be required to work their regular scheduled shift every other Friday.
 - iii. Continental Shifts – will receive twelve (12) hours pay at his/her straight time rate for each day attended on a regularly scheduled work day and eight (8) hours pay at time and one half on a non-scheduled work day.
 - c) First ticket apprentices will receive parking and mileage at the Company's rate for the extra distance to travel to school.
 - d) The Company will reimburse the apprentice for receipted relevant books and supplies. The Company will pay any applicable school fees.
 - e) The Company will reimburse the employee for the first attempt at a Certificate of Qualification. Any additional attempts will be at the employee's own expense.

27.14 For overtime in a Trade Classification, apprentices may apply and be awarded overtime based on date of entry into the apprenticeship provided the employee has the skill and ability to do the posted work and after all skilled trades in the classification are exhausted.

For overtime in production, apprentices may apply and be awarded overtime based on their frozen production seniority provided the employee

has the skill and ability to do the posted work and after all production employees have been exhausted and before any skilled trades employees are awarded overtime.

For apprentices or skilled trades with equal seniority, production seniority will be the tie breaker.

ARTICLE XXVIII - CONTRACTING OF MAINTENANCE AND ENGINEERING WORK

28.01 The Company will provide notice of intention to contract maintenance and/or engineering project work. The notice will be provided through IRC, CI and PLT meetings, and meetings between a skilled trades representative and the Engineering and Maintenance Leaders. The Company will provide any project information and the reasons for intending to use a contractor. The Union will be given opportunity to make representation to the Company on the project.

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

- a) 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.
- b) Scheduling of the work.
- c) 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 XXIX – TECHNOLOGICAL CHANGE

29.01 The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required. The Company will continue to involve the Union in discussions relative to new technology at each plant through the Internal Review Committee, Union Management and Plant Leadership Meetings. A Union Representative is responsible to attend such meetings and provide input. The discussions at these meetings will include but not be limited to the nature of the change; the possible effects the change may have on the employees working conditions and any anticipated effect the change may have on employee's skill levels. The Company and Union both recognize the importance of providing training opportunities to handle technological changes and/or improve their skills. Should the need arise the Company will provide the appropriate training.

ARTICLE XXX - TERMINATION

30.01 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 – WAGES

PRODUCTION	QUALIFICATIONS	RATE OF PAY Year 1	RATE OF PAY Year 2	RATE OF PAY Year 3
Production Operator	New Hire (less than 1 year of service) 70% of full rate	\$16.44	\$16.44	\$16.44
	1 Year of Service 75% of full rate	\$17.61	\$17.61	\$17.61
	2 Years of Service 80% of full rate	\$18.79	\$18.79	\$18.79
	3 Years of Service 85% of full rate	\$19.97	\$19.97	\$19.97
	4 Years of Service 90% of full rate	\$21.14	\$21.14	\$21.14
	5 Years of Service 95% of full rate	\$22.31	\$22.31	\$22.31
	After 6 Years of Service – Full Rate	\$23.49	\$23.49	\$23.49
General Maintenance	Includes Yard employee and Pit employee (WCW), Utility (WCN)	\$23.85		
Multi-skilling Premium	Premium will only be paid when an employee is working outside their posted position. Multi-skilling is not paid on overtime hours.	\$0.50	\$0.50	\$0.50
Technician Bonus	Minimum \$0.50 when performing the role and when working within their home department.	\$0.50	\$0.50	\$0.50
Student Rate	Student rate will be adjusted May 1, 2012	\$13.50	\$13.00	\$13.00
MAINTENANCE				
Journeyman	Full Rate	\$27.94	\$27.94	\$27.94
License Bonus		\$0.75		
Dual Ticket Bonus	The \$2.00 dual ticket bonus will be inclusive of all adjustments earned under first ticket training bonus.	\$2.00		
First Ticket Training Bonus		\$0.50	\$0.50	
APPRENTICE				
Entry Rate		\$23.49	\$23.49	\$23.49

<p>Level 1 2000 hours of on the job training No schooling</p>	<p>Production Operator rate + one quarter of difference between the Production Operator rate and the Journeyman rate</p>	<p>\$24.60</p>	<p>\$24.60</p>	<p>\$24.60</p>
<p>Level 2 4000 hours of on the job training Basic / first schooling</p>	<p>Production Operator rate + half of difference between the Production Operator rate and the Journeyman rate</p>	<p>\$25.72</p>	<p>\$25.72</p>	<p>\$25.72</p>
<p>Level 3 6000 hours of on the job training Second / Intermediate schooling</p>	<p>Production Operator rate + three quarters of difference between the Production Operator rate and the Journeyman rate</p>	<p>\$26.83</p>	<p>\$26.83</p>	<p>\$26.83</p>
<p>Level 4 All on the job hours completed & Pass trades test</p>	<p>Journeyman Rate</p>	<p>\$27.94</p>	<p>\$27.94</p>	<p>\$27.94</p>

Notes: Shift premium is \$1.00 per hour for employees working eight hour afternoon or nightshift, or a ten hour shift.

SCHEDULE B - 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 Statistic 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 June 2011 is the average of the CPI at the end of March 2011 (143.5), April 2011 (144.1) and May 2011 (**145.2**) or **144.267**.

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 **144.267** provide a basis of reduction in the wages set forth in this agreement.

The first COLA adjustment shall be made on October 3, 2011 comparing the Average CPI at September 2011 to the base Average CPI at June 2011. 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:
October 3, 2011 (for October 1, 2011)	September 2011
January 2, 2012 (for January 1, 2012)	December 2011
April 2, 2012 (for April 1, 2012)	March 2012
July 2, 2012 (for July 1, 2012)	June 2012
October 1, 2012 (for October 1, 2012)	September 2012
January 7, 2013 (for January 1, 2013)	December 2012
April 1, 2013 (for April 1, 2013)	March 2013
July 1, 2013 (for July 1, 2013)	June 2013
October 7, 2013 (for October 1, 2013)	September 2013
January 6, 2014 (for January 1, 2014)	December 2013
April 7, 2014 (for April 1, 2014)	March 2014

At each quarterly measurement point, the Average CPI will be compared to the Average CPI at June 2011 (**144.267**). 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.

LETTER OF UNDERSTANDING **SLOWDOWN PAY BANK**

Effective December 1, 2002, a separate bank will be created to permit employees to deal with slow market conditions. This cash only bank does not generate hours for time away from work.

The pay may not be transferred to or from the normal bank of hours created under the Banked Time Policy.

Only the straight time portion of an overtime hour at the time it was worked may be banked.

LETTER OF UNDERSTANDING **FOUNDRY COMPETENCY PROFILES**

This letter is to confirm the understanding between the parties concerning the issue of Foundry Competency Profiles. The Company is currently in the process of designing Competency Profiles for foundry roles with input from hourly employees. These profiles are to be used as a tool to identify specific training needs for all employees within the bargaining unit.

The Company's intention was that the information collected from these profiles be used for training and development purposes exclusively. Any other use of the Competency Profiles in relation to the skill and ability criteria relative to the Collective Agreement will be by mutual agreement between the Company and Union Plant Committee.

The Company and Union agree to continue to use the Competency Profiles for Pay Progression purposes.

LETTER OF UNDERSTANDING **CROSS TRAINING**

During negotiations the parties discussed the need for increased cross training opportunities within each plant. The Company and Local Union leadership commit to work together to encourage members to learn other positions in their plant.

It is the Company's intention to provide cross training to interested employees where feasible and provided it does not adversely affect the operations of the plant. It is agreed that on shift seniority will be the criteria used when providing cross training to employees. This will ensure employees who are interested in improving their skill levels and learning other positions are afforded the opportunities and cross training necessary for them to reach this goal.

The Company and the Union will maintain a cross training committee where required to identify issues, recommend solutions and monitor results.

LETTER OF UNDERSTANDING **RETIREEES**

Both the Company and the Union agree that it is desirable for retirees to get the opportunity to **weekend** work to utilize their years of experience and provide earnings to supplement their retirement income.

Retirees are required to register their interest in working and their preferred working hours. A determination of each retiree's skill and ability will be made. The retiree will then be canvassed for the respective work assignment overtime appropriate for their interest and which meets their skill and ability. The retiree(s)

will be scheduled after full-time employees and before students have had an opportunity to meet the work requirement. **All hours worked will be paid at straight time as per the Employment Standard Act.**

This letter will be in effect for the life of this collective agreement.

LETTER OF UNDERSTANDING **SUBCONTRACTING AND OUTSOURCING**

During negotiations the parties had considerable discussions pertaining to the Contracting of Maintenance and Engineering work language currently contained in Article 28.01 of the Collective Agreement. These discussions included but were not limited to planning, advance notice of outside contracting activities, scope of the work to be contracted, full utilization of skilled trades employees in their respective trades and the installation of new or existing equipment.

While the parties agree that the language in the Collective Agreement currently provides for a mechanism to ensure that there is input and communications relating to the issues noted above, it was also recognized that there are further opportunities available to ensure a more effective use of the article.

The Company agrees that in the application of article 28.01 to arrange meetings as needed to provide the Union with prior notice of all work the Company is considering to subcontract. The Skilled Trades Chairperson or his designate will attend the meeting representing the Union. At this Pre-Subcontracting Meetings (PSCM) the Union will be provided with any and all documentation relating to the work to be subcontracted upon request. The Skilled Trades Chairperson will be also provided with a list of all outside contractors' hours listing the name of the Company, hours charged and material costs upon request. It is the intention that this procedure takes place as far in advance as possible to allow thorough discussions between the parties.

The parties also recognize there are further opportunities where the Skilled Trades workforce can be utilized to perform work which is currently being outsourced. The Company and the Union will maintain a Skilled Trades Committee for this process. The purpose of the committee is to consider ways of reducing maintenance costs through eliminating contractors and to define skilled trades work. The Committee will meet quarterly or as needed to review these opportunities. The parties agree that meaningful discussions concerning these types of work prospects will maximize the use of the Skilled Trades workforce while at the same time save money for the Company.

It is the parties' expectations that if the current language is made use of in a proficient manner that many of the current difficulties relating to this article can and will be avoided.

The Company and the Union agree to work more closely together to open up the lines of communications through meaningful dialogue to ensure language in Article 28.01 is being fully taken advantage of in the most efficient manner for the benefit of each side.

LETTER OF UNDERSTANDING
PROJECT ELECTRICIAN TRIAL - WCN

The Company agrees to extend for one year and will be evaluated on an annual basis. The job will be posted as a one year temporary or until the end of final project and filled as per the job posting procedure in this agreement. Within two months of the end of the trial period, the Company will meet with the Plant Skilled Trades representative to evaluate whether the position should be continued.

LETTER OF UNDERSTANDING
SHUTDOWN/VACATION PERIODS

1. All work will be posted and awarded as per Article 13.03 (c) of the collective agreement
2. All production employees selected will be offered work at straight time from Monday to Friday.
3. Weekend work will be paid at time and a half as per Article 12.
4. If a regular weekend worker wants time and one half for working Monday to Friday he/she will be required to book their weekend off or work the regularly scheduled weekend shift.
5. Skilled Trades will work summer shutdown as required at straight time, overtime will be as per Article 12.03.
6. Production – No vacation held against production for shutdown, unless there are employees on layoff, then production employees must use one week of vacation during summer shutdown.

LETTER OF UNDERSTANDING
POST STEP 3 GRIEVANCE MEETINGS

It is agreed that a post 3rd step grievance meeting will be held between the NABU HR Director and the representative of the CAW National to review outstanding 3rd Step Grievances.

LETTER OF UNDERSTANDING
ARBITRATION COMMISSIONER STYLE

The Company and the Union agree the parties will use the following procedure for one year on a trial basis. The parties will then decide whether the process becomes a permanent part of the collective agreement.

The Company and Union will select the arbitrator from the list provided in this collective agreement.

As an alternative to the regular arbitration procedure the parties shall have the option of mutually agreeing to refer a grievance to a grievance commissioner in the following manner:

The Company and the Union will meet to determine a person to act as an arbitrator, and he/she shall be known as a grievance commissioner.

The purpose of the grievance commissioner will be to settle grievances which the Company and the Union desire to be settled in a expeditious, effective, and summary manner. The Company and the Union will meet to determine which grievances shall be dealt with in this alternative method to arbitration and the facts of each individual grievance shall be agreed upon prior to the hearing(s).

The grievance commissioner's decision shall not constitute a precedent for present or future cases.

The commissioner's decision shall be consistent with the provisions of the agreement, and shall be confined to the grievance referred to him/her.

The Company and the Union shall equally share the expenses of such arbitrator(s) in accordance with the Collective Agreement.

The Company and the Union will each present their own case, using only the

predetermined facts which were mutually agreed upon between the parties, otherwise the grievance(s) will be set aside to a future date.

The grievance commissioner shall render a decision based on the above facts presented by the parties. Such decision can be given at the time of the hearing, but no later than seven (7) days after the conclusion of the hearing. Either party can request a written decision, along with a brief explanation for such decision.

LETTER OF UNDERSTANDING **STD vs. EMERGENCY LEAVE DAYS**

The Company and the Union agree for the purposes of administering Emergency Leave days, the first approved Short Term Disability (STD) claim will be counted as one Emergency Leave day towards the Emergency Leave day count. For each approved subsequent STD claim, each day absent will be applied towards the Emergency Leave day count.

LETTER OF UNDERSTANDING **DUAL TICKETS & APPRENTICESHIPS**

Skilled Trades employees hired after July 1, 2011 must be employed and working on Wecast equipment for a minimum of 2 years before they can register for a second ticket.

As per current practice, second ticket training, trade school, etc. The opportunity to be provided based on seniority.

While a journey person is apprenticing for a second ticket, they will, after first ticket apprentices have had the opportunity, be scheduled to work with a tradesperson, or under the supervision of a trade's person in that trade for training purposes. The apprentice may be asked to temporarily switch shifts and/or departments for training purposes. Backfilling will be by voluntary shift change, overtime or move the lowest seniority in the trade if required, on the shift the apprentice(s) is being moved from.

The movement of first and second ticket apprentice(s) will be evaluated prior to any moves, to ensure there is sufficient competency within the department. This will be reviewed with the Skilled Trades Committee.

Once a tradesperson successfully obtains their second ticket, it is not intended for them to be regularly scheduled to work in the second trade until all first ticket employees are utilized as per the following paragraphs.

- a) These employees may be utilized up to 20% of their scheduled hours to work under their second ticket based on a weekly basis. The 20% will be applied as a guideline for the purposes of utilizing the second ticket. Examples in the application of the second ticket would be; removing and replacing a gearbox or pump where a motor needs to be disconnected and reconnected, preventative maintenance work orders etc. These examples are intended to be examples only without limiting the use of the second ticket for other maintenance activity. If there is any abuse of the 20%, the CAW National Skilled Trades Representative will be called to meet with the committee and find a resolve to the issue.**
- b) Exceptions to above examples, would be an emergency situation such as a furnace run out, or a situation where an employee has been called in off the unplanned overtime list has not arrived or there are no other skilled trades employees available, or there are no first ticket journey persons/apprentices available, as they have all had the opportunity to work, or are on scheduled vacation, or in any situation where an employee safety is at risk.**
- c) Tradespersons will not be able to use their second ticket, when there are any trades/apprentices bumped/laid off in that trade, other than in situations in a and b.**
- d) It is agreed that first ticket apprentices will be assigned to a journey person in the applicable trade, or will be under the supervision of a journey person during their apprenticeship. First ticket apprentices have priority for training and trade school ahead of second ticket apprentices. The guidelines in this L.O.U. will be followed for first ticket apprentices where applicable.**
- e) After a journeyperson completes their second ticket apprenticeship either by on the job hours or proof of competency, and then having their book signed off by the appropriate supervisor and trade school,**

they will have two years from that date to successfully pass the Certificate of Qualification. This may be extended by the apprenticeship committee up to one year if the apprentice shows that they are actively working toward passing the trades test. They may also be required to take the pre-certification course, or some other support for essential skills that may be lacking. If and when this time expires, they will not be eligible to work in the second trade.

- f) It is agreed that the company will make every effort to support the necessary training to have a successful completion of the second ticket within 8 years for a millwright, or 10 years for an electrician. In order to accomplish this, second ticket apprentices will be limited to 5 active apprentices in the apprenticeship program at one time. (The current employees signed up for the second ticket will continue to be part of the program, unless they decide to withdraw from the program. Once the number of employees goes below 5, new applicants will be accepted.)

Note: The timelines for the second ticket apprenticeship completion will be evaluated at the expiration of this collective agreement to ensure the timelines above are reasonable and manageable.

Any tradesperson who has any issue with training should be able to approach the training committee.

In order to have support of the trades people who only have one ticket, and are passing on their skills and knowledge to all the trades apprenticing for their second ticket, an increase as outlined in Schedule A will be given to all single ticketed trades people as part of this collective agreement, and in support of the dual ticket program. The bonus for holding a dual ticket will be reduced to \$1.00 over the skilled trades rate of pay.

LETTER OF UNDERSTANDING **SKILLED TRADES TRAINING**

During the current negotiations the Company and the Union discussed several issues that affect the Skilled Trades at Wecast. On the issue of dual tickets the parties have addressed the issues with a letter of understanding.

On the issue raised with respect to training, the parties have reaffirmed that it is in the best interest of both parties to ensure first and second ticket apprenticeship training receive the proper training under a certified journeyman.

It is imperative that these employees are provided proper exposure to all the process's and equipment throughout the plant. This will lead to a successful apprenticeship program, and second ticket process that will ensure highly skilled trades employees, which will increase the Company's flexibility and the effective utilization of the Skilled Trades.

The movement of apprentice(s) first and second ticket will be evaluated prior to any moves, to ensure there is sufficient competency within the department. This information will be reviewed with the joint Skilled Trades Committee.

The current language in the collective agreement allows for cross training, and the parties have agreed that a joint Skilled Trades Committee will be identified and utilized to address the issues raised above. The parties have agreed to setup a skilled trades committee made up of one electrician and one millwright appointed by the union and two members of management appointed by the Company.

The Committee will meet on a monthly basis with agreed upon minutes being published to track the issues and solutions raised by either party. Either party may put items on the agenda to be discussed at the monthly meeting at least one week prior to the meeting when possible.

LETTER OF INTENT

20% GUIDELINE FOR DUAL TICKET USAGE

The intent of this guideline as agreed to at the 2011 WCW/WCN negotiations is to acknowledge that this percent allocation may fluctuate above and below depending on daily maintenance requirements, availability of scheduled trades employees, and other Plant priorities for this day. The Company may utilize 2nd Ticket employee(s) on an average of 20% of their weekly scheduled shift.

It is understood that the trades person will be assigned work in their primary trade first and that work assigned in their 2nd trade will not be abused.

LETTER OF INTENT

ARTICLE 12.02

The union agrees that the Company reserves the right to change shift schedules as a result of a fluctuation in production requirements and will not unreasonably withhold their mutual agreement to these shift schedule changes.

Benefit Summary

- unless otherwise stated, all premiums are 100% paid for by the employer.
- unless otherwise stated, employee is eligible for benefit after 3 months of employment.

Benefit	Description
<u>Employee Life Insurance</u>	\$70,000 - reduces by 50% at age 65 and terminating at age 70
<u>Employee Accidental Death and Dismemberment and Specific Loss</u>	\$70,000
<u>Dependent Life Insurance</u>	\$14,000
<u>Vision Care</u> - <i>Glasses, contacts and laser eye surgery</i>	\$450 every twenty-four months per dependent Eye examinations once every every twenty-four months per dependent
<u>Hearing Aids</u>	\$2,000 - every 3 years for employees and dependents
<u>Vaccines</u>	Preventative Immunization vaccines and toxoids containing a DIN number and approved by Health Canada
<u>Custom Fitted Orthopedic Shoes</u>	\$500 per pair every 12 months
<u>Orthopedic Inserts</u>	\$400 per pair to a maximum of \$1,200 every 12 months

<u>Diabetic Supplies</u>	Insulin infusion sets, including insulin pumps to a maximum of \$2,000 every 5 years
<u>Healthcare</u>	100% reimbursement of eligible charges subject to the maximums below
Nursing	\$35,000 every 3 years
Chronic Care	\$40 per day
Outdoor Wheelchair Ramps	\$2,500 lifetime
Wheel Chairs and Scooter	\$5,000 maximum every 5 years
Medical Travel in Canada	\$2,000 Lifetime
Prescription Drugs	Included \$2.00 Co-pay per prescription Dispensing Fee Cap \$8.00 Mandatory generic substitution, unless Physician states otherwise
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 in every 12 months
Surgical Brassieres	2 in every 12 months
Patient Lifters	\$2,000 per lifter every 5 years
Blood-Glucose Monitoring Machines	1 in every 4 years
Transcutaneous Nerve Stimulators	\$700 Lifetime
Extremity Pumps for Lymphedema	\$1,500 Lifetime
Custom-made Compression Hose	4 pairs per calendar year
Wigs for Cancer Patients	One wig – Lifetime

<u>Paramedical Expense</u> <u>Maximums</u>	
Physiotherapists	\$500 each calendar year
Psychologists/Social Workers	\$35 for initial visit \$20 per hour for each subsequent visit, \$200 each/calendar yr.
Speech Therapists	\$1,200 per calendar year
Chiropractor	\$30 per visit up to a maximum of \$360 per calendar/yr
Naturopath	\$30 per visit up to a maximum of \$360 per calendar/yr
Massage Therapist	\$40 per visit up to a maximum of \$480 per calendar/yr
Global Medical Assistance Expenses (GMA)	Included for employees
Out of Country Emergency Care Expenses	Included for employees
Lifetime Healthcare Maximum	Unlimited

<p><u>Dental Care</u> <i>(employee is eligible for benefit after 12 months)</i> Basic/Preventative Payment Basis</p> <p>Reimbursement Levels Accidental Dental Injury Expenses 100% All other expenses 100% Plan maximum \$1,300 each calendar year</p> <p>All preventative and periodontal services – 12 units every 12 months</p> <p>Orthodontics</p> <p>Major Restorative</p> <p>Dentures</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>\$4,000 lifetime maximum at 75% reimbursement per dependent</p> <p>50% reimbursement up to maximum of \$4,000 per year (no lifetime maximum) for persons over age 6 when treatment starts</p> <p>100% reimbursement up to the ODA Dental guide on new dentures and replacement appliances over 5 years old and cannot be serviceable.</p>
<p><u>Benefit Coverage</u></p> <p>Laid off employee Wage Loss Replacement WSIB LTD</p>	<p>100% (except semi-private hospital coverage)</p> <p>6 months 6 months Duration of injury 24 months</p>

Long Term Disability

The Company has a Long-term Disability Plan as set out between the Company and the insurance carrier. The plan features a benefit based on 50% of regular wages including regularly scheduled overtime to maximum of \$2,500 per month. This benefit begins after six (6) months and the exhaustion of short-term disability benefits. The premiums for this benefit will be paid 100% by the Company. Any benefits paid by the plan are considered taxable earnings. Benefits will be reduced by any income received had the employee made satisfactory application from the following sources so that income from all sources does not exceed 85% of regular weekly earnings as of the date you had become disabled:

- a) Canada Pension Plan disability
- b) Related Worker Compensation benefits
- c) Earnings recovered through a legally enforceable cause or against some other person or corporation directly related to the disability.

WAGE LOSS REPLACEMENT

Overview

This is a description of the income benefits available to employees during a period of non-work related disability. Disability means that the employee is unable to perform the substantial duties of their job as a result of an injury or illness.

Employee Eligibility

All permanent employees are covered by this plan after the completion of their probationary period.

Benefit Amount

Employees will receive a percentage equal to 66 2/3rds of their regular weekly earnings according to their regular work schedule, which includes overtime that is regularly scheduled as part of the regular shifts.

Benefit Waiting Period

If the employee is absent from work as a result of a non-work related disability and is under the active continuing care of a physician legally licensed to practice medicine, have submitted the required forms to the company, and are following the appropriate treatment prescribed by their physician for that disability, benefits will start from the following dates:

- First (1st) work day of disability if the employee is hospitalized.
- First (1st) work day of disability due to an injury.
- After 24 consecutive regularly scheduled working hours of disability due to illness
- Weekend Shift Employees – working hours of disability will be computed based on the applicable premium rate that is part of an employee's regular shift including scheduled overtime.

Maximum Benefit Period

Benefits are payable for a maximum of 26 weeks.

Required Forms and Information

The attached flowchart should be followed when absent under the Wage Loss Replacement / Short Term Disability Benefits.

Benefits will be paid only if the employee supplies the company with the following:

- The company's "Initial Claim for Short Term Disability Benefits – Physician's Statement" form that is completed by their doctor. In order to qualify for benefits, the employee must be physically seen by a physician at least sometime during the contractual waiting period. If the employee has not been seen by a physician during the contractual waiting period, his/her benefits will not commence until he/she has been seen by a physician. The employee will return the "Initial Claim for Short Term Disability Benefits – Physician's Statement" form as soon as possible. It is understood that benefits may be delayed until the form has been submitted to the Company.

If the employee is having trouble getting an appointment to see their doctor, please notify the company nurse to make the Company aware of this situation.

Ongoing medical information supporting the employee's total disability will be required by the Company. Benefits may be suspended if the requested information is not provided within a reasonable period of time. This suspension of benefits will not apply if the requested information is not provided through no fault of the employee. The Company may also require the employee to be examined by a Company appointed physician, and/or other medical professional. The Company will assume the costs of all medical documentation supplied by the employee to the Company.

Limitations/Exclusions

Benefits will not be paid:

- Unless the employee is under the active continuing care of a physician legally licensed to practice medicine, and are following the treatment prescribed by the physician for that disability;

- During any period of time that the employee is in receipt of maternity or parental benefits under the Employment Insurance Act (This does not apply for any disability which may occur outside the time they are in receipt of maternity or parental benefits.);
- While the employee is engaged in any employment for wage or profit not authorized by a physician and the Company;
- Due to or resulting from any cause for which indemnity or compensation is provided under any worker's compensation legislation or similar legislation;
- While on a leave of absence;
- If the employee's disability is due to a motor vehicle accident and they are in receipt of income replacement under any automobile insurance plan which has been approved as an acceptable limitation by Employment Insurance legislation (the Company will pay for any waiting period which may apply);
- Due to surgery solely for cosmetic purposes;
- If the employee's illness or injury results from service in the armed forces;
- While the employee is serving a prison sentence that would impede their ability to attend work;
- If the employee becomes disabled while travelling outside of Canada (for reasons other than business travel) until such time as they return to Canada, unless the attending physician advises that they are unable to return due to their disability.
- For any period for which the employee receives retirement benefits under any pension plan established by the Company;
- For injuries or illness commencing during a strike or lock-out; benefits would commence if the employee was still disabled when re-called to work;
- Due to illness or injury resulting from participation in a riot or disorderly conduct, war or insurrection whether declared or undeclared;
- For injuries or illness sustained while committing a criminal offence;

Statutory Holidays

If a statutory holiday falls during the employee's waiting period for benefits, the employee will be reimbursed for the statutory holiday, and the waiting period will be extended by one day. If a statutory holiday falls after the employee has satisfied the waiting period, the employee will be paid full-pay for the statutory holiday on the day it falls.

Employee Obligations

An employee who is in receipt of benefits will be required to keep the Company informed of the disability status on a regular basis. The employee will be obligated to contact the Company Nurse if there are any changes and or updates in their condition. Failure to do so may result in the suspension of benefits.

Employees will be expected to participate in an early return to work program when the medical information from the physician supports it and the Company can accommodate such a return.

Return to Work

Prior to returning to work, the employee must provide written verification from their physician to the Company Nurse that they are able to perform their regular duties noting any restrictions that are imposed. The employee may be required to visit the Company Doctor before returning to work to assess their ability to perform assigned duties. An employee will not lose any regular wages if the visit to the Company Doctor cannot be accommodated prior to the employee's scheduled return to work date.

Reinstatement of Benefits

If an employee after collecting benefits has returned to active employment for three (3) months or less and becomes disabled due to the same disability, they will be eligible to claim for benefits under the same disability for the duration of the claim without the requirement of a further waiting period for duration of the maximum benefit period. After the three (3) month period, the employee will be entitled to file for a new claim for benefits for the same disability for up to the maximum benefit period. If the employee after collecting benefits has returned to active employment and becomes disabled due to a new disability, the employee will be entitled to file for a new claim for benefits for up to the maximum benefit period.

If an employee is either on vacation or is scheduled for vacation and becomes either sick or receives a non-occupational injury, he/she will be entitled to apply for benefits and the waiting period as specified in this article will commence at the time the employee advises the Company of such sickness and/or non-occupational injury. Vacation will then be rescheduled to a time mutually

agreeable to both the employee and the Company.

An employee who is recalled from layoff or is scheduled to return from a leave of absence but is not employed because he/she is unable to return due to a sickness and/or injury, shall be for the purpose of benefits, be deemed to be actively at work on the day on which the employee would have returned had he/she not sick and/or injured.

An employee who becomes disabled while at work, will be entitled to continue to collect benefits for the duration of their disability regardless of their seniority status in the plant. When the employee is no longer disabled he/she will be returned to work providing he/she has the requisite seniority.

Definitions

Hospitalized: The employee is formally admitted as an “in-patient” on a physician’s order for at least 24 hours; or they undergo a surgical procedure or any other corrective treatment requiring anaesthesia, sedatives or narcotics on an out-patient basis in a hospital or doctor’s or dentist’s office, and they are unable, as verified in writing by the attending physician or dentist, to return to work.

Disability: Disability means that the employee is unable to perform the duties of their job as a result of a non-work related injury or illness and is under the active continuing care of a physician legally licensed to practice medicine.

Permanent Employee: The employee is working a minimum of 24 hours per week on a regular basis (does not include temporary, contract, seasonal, students or part-time employees when the part-time employee is working less than 24 hours per week)

Regular Earnings: An employee’s regular weekly earnings according to their regular work schedule, which includes overtime that is regularly scheduled as part of the regular shifts. If the employee is working a continental shift schedule (48 & 36), the employee’s regular earnings will be computed by taking an average of the gross earnings of a regular two (2) week schedule as part of their regular continental shift.

Pension Plan

After the completion of twenty-four (24) months of service, employees must contribute 5% of their base pay to their pension plan and the Company will contribute 7% of the employee's base pay to the employee's plan.

Employees may voluntarily contribute to an account with the Wescast Group RRSP upon successful completion of their probationary period.

Unfunded Retiree Allowance

Note: The "Plan Document of Unfunded Retiring Allowances for Wescast Wingham Foundry" will be amended as follows:

1.7 "Employee" means a person who is employed full time by the Company at the Wingham Casting Facility and who is a member in good standing of CAW Local 4207 as of June 30, 1999 and has retired by June 30, 2011. No new or other employees would be eligible for this supplementary plan

Pension Contribution

To satisfy and eliminate any potential future obligation that the company might otherwise have paid under the Unfunded Retiring Allowance for pre-1999 employees who have not retired as of June 30, 2011, current employees under this collective agreement will be eligible for a pension contribution subject to:

- i. Employee was employed full time by the Company at the Wingham Casting Facility and who was a member in good standing of CAW Local 4207 as of June 30, 1999 but not retired as of June 30, 2011 and**
- ii. Employee who has been enrolled in the Unfunded Retiring Allowance plan and has continuously maintained their required contribution rate up to June 30, 2011 as defined in the "Plan Document of Unfunded Retiring Allowances for the Wescast Wingham Foundry" and**
- iii. Pension contribution will be \$30,000 over the life of this collective agreement.**

This amount will be paid into the employee's defined contribution pension plan and/or RRSP as allowed by applicable governing legislation. Up to one-third of the amount will be paid in each year of this collective agreement in equivalent hourly amounts based on the normal annual working hours (2080 hours) of the employees less statutory holidays, floaters and vacation subject to the following:

- i. These pension contributions will be suspended while employees are on leaves of absence, union paid business, LTD, and layoff and then reinstated upon the employees return.**
- ii. These pension contributions will be paid at a rate of the 66 2/3 percent while employees are on STD and reinstated to the 100 percent rate upon the employees return to work. Subject to Article 12, the employee will have until the end of this collective agreement to recover all or a portion of the missed pension contributions associated with this 33 1/3 percent reduction through additional hours worked.**
- iii. Employees who resign or are terminated will forfeit any further payments.**
- iv. If an employee reaches a minimum age of 55 years with 30 years of service or 60 years of age with 20 years of service or age 65 during the life of this collective agreement or has already reached a minimum age of 55 years with 30 years of service or 60 years of age with 20 years of service or age 65 and chooses to retire prior to this pension contribution being paid in full, then the Company will pay the balance of that employee's remaining pension contribution immediately upon their retirement.**
- v. If an eligible employee demonstrates they do not have adequate RRSP contribution room in the respective year, per the employee's Revenue Canada Agency "Notice of Assessment" for the preceding taxation year, the amount of the pension contribution amount that exceeds their**

available pension contribution room for that year will be paid directly to the employee and will be subject to normal statutory withholdings.

This pension contribution eligibility ends at the earlier of:

- i. full payout of this commitment,**
- ii. the retirement, resignation or termination of the employee,**
- iii. June 30, 2014.**

As of July 1, 2011, employees will be responsible for managing their individual accounts within the pension plan.

Benefit Coverage for Retirees

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 **eligible** dependants, and pre-1999 retirees 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 **retiree** turns age 65 or until the death of the **retiree**.

Employees and their eligible dependants, will be entitled to Life Insurances, Health Care benefits, Dental benefits and Vision Care benefits from the date of their retirement up to the earlier of the month that the retiree turns 65 or until the death of the retiree under the following conditions:



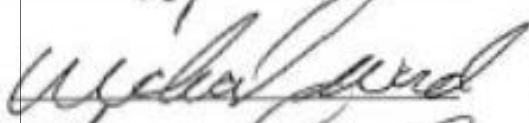



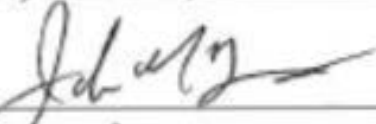

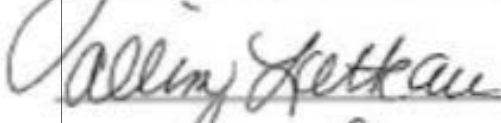

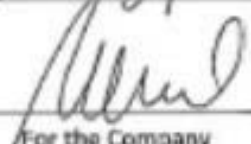
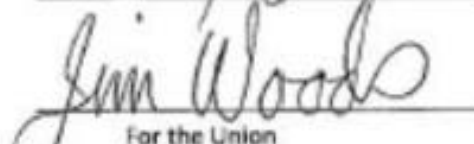
- i. Employed full time by the Company at the Wingham Casting Facility, and who were a member in good standing of CAW Local 4207 as of June 30, 1999, but not retired as of June 30, 2011.**
- ii. Achieved a minimum of age 55 years with 30 years of service or age 60 with 20 years of service prior to retirement.**

After age 65, these **retirees** and their **eligible** dependents, will be entitled to Life Insurances, Dental benefits and Vision Care benefits as per the “Plan Document of Unfunded Retiring Allowances for the Wescast Wingham Foundry” until the death of the **retiree**.

Memorandum of Agreement
Between
Wescast Industries Inc.
The CAW-Canada
And it's Local 4207

1. The parties agree that the collective agreement which expired on June 30, 2011 will remain in effect with the following amendments.
2. The agreement will include all documents signed during negotiations between the parties and the following attached sheets.
3. The agreement will be for a three (3) year period and will expire on June 30, 2014 .
4. This agreement is subject to ratification of the CAW-Canada Local 4207 Wescast Wingham Foundries membership.
5. The Union agrees to recommend this agreement to the membership.
6. Unless otherwise stated in this agreement all benefit changes will become effective upon ratification of this agreement.

Signed in Kitchener, Ontario this 19th day of July, 2011

	
	
	
	
	
	
For the Company	For the Union