

**COLLECTIVE**

**AGREEMENT**

**between**

**WESCAST INDUSTRIES INC.**

**and**

**NATIONAL AUTOMOBILE, AEROSPACE,**

**TRANSPORTATION AND GENERAL**

**WORKERS UNION OF CANADA (CAW - CANADA)  
AND ITS LOCAL 397**

**September 1st, 1998**

**to**

**AUGUST 31st, 2001**

## INDEX

	PAGE
Article 1      Definition and Purpose .....	4
Article 2      Recognition.....	4
Article 3      Relationship .....	5
Article 4      Management Rights.....	6
Article 5      Plant Committee.....	7
Article 6      Grievance Procedure .....	8
Article 7      Arbitration .....	9
Article 8      Management Grievance .....	10
Article 9      Discipline & Discharge Cases .....	10
Article 10     No Strike – No Lockout.....	12
Article 11     Wages.....	12
Article 12     Vacation with Pay .....	13
Article 12     Hours of Work.....	14
- Paid Lunch and Breaks	
- Emergency Call In	
Article 14     Statutory Holidays .....	15
Article 15     Seniority .....	15
- Skilled Trades Seniority	
- Non-Bargaining Unit Leave	
- Public Office	
- Union Leave	
Article 16     Leave of Absence.....	17
- Physically Challenged Employees	
- Maternity, Adoption and Parental Leave	
Article 17     Bereavement .....	19
Article 18     Health & Safety.....	19
- Safety Equipment	
- Heat in the Plant	
- Ergonomics	
Article 19     Rules and Regulations .....	20
Article 20     Layoff and Recalls.....	21

Article 21	General .....	22
	- Court/Jury Duty	
	- Employee Assistance Program (EAP)	
	- Employee Orientation	
	- Confidentiality of Health Information	
	- Union Plant Chairperson	
	- Union Office	
	- Plant Student Policy	
	- Dual Trade Qualification	
Article 22	Job Posting Procedure.....	23
Article 23	Workplace Harassment.....	24
Article 24	Paid Education Leave.....	25
	- Skilled Trades Council	
	- Schedule “A” - Wages	
	- Cost of Living Allowance	
	- Schedule “B” – Level Progression for Maintenance Journeyman	
Benefit Summary.....		32
Pension .....		35
Article 25	Termination.....	36

### **Letters of Understanding**

Letter of Understanding – Contracting of Maintenance & Engineering Work.....	37
Letter of Understanding – Banked Time .....	38
Letter of Understanding – Travel Policy .....	39
Letter of Understanding – Moving Locations.....	40
Letter of Understanding – Private Rooms .....	41
Letter of Understanding – Seasonal Work Attire .....	42
Letter of Understanding – Cost of Negotiations.....	43
Letter of Understanding – Retroactive Pay .....	44
Letter of Understanding No. 1 – Multi-skilled Teams & Job Rotation.....	45
Letter of Understanding No. 2 – Company Uniforms .....	46

**THIS AGREEMENT, made and entered into  
this 1st day of September 1998 A.D.**

**BETWEEN:**

**WESCAST INDUSTRIES INC.  
(hereinafter called the "Company")  
OF THE FIRST PART**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW - CANADA)  
AND ITS LOCAL 397  
(hereinafter called the "Union")  
OF THE SECOND PART**

## **ARTICLE 1**

### **PURPOSE AND DEFINITION**

- 1.1** The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and to provide machinery 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.
- 1.2** A local arrangement is defined as an arrangement between the Company and the Plant Committee, subject to ratification by the employees.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1** The Company recognizes the Union as the sole bargaining agent of all employees of the Company at Strathroy, save and except shift leaders, shift co-ordinators and supervisors, persons above the rank of shift co-ordinators and supervisor, engineering, office and sales staff, students employed during the school vacation period and persons regularly employed for not more than 24 hours per week.

### **ARTICLE 3**

#### **RELATIONSHIP**

- 3.1** 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.
- 3.2** 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 Machining Plant Leader or his/her designate.
- 3.3** All employees shall, as a condition of employment, sign an authorization in writing to deduct whatever sum may be so authorized for Union dues starting from the date of employment which will be deducted each calender month. The Company shall remit the same promptly to: Financial Secretary of Local 397, together with a list of employees from whose pay deductions have been made. In addition, the Union will provide notification in writing to the company for any future changes to the Local.
- 3.4** The Company shall make available to the Union, on request, information required by the Union such as personnel files, names. addresses, birth dates, telephone numbers, and where applicable, Social Insurance Numbers (SIN) of all employees covered by this agreement. The Company will comply provided the employees sign a waiver to release such information to the Union.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

- 4.1** The Union acknowledges that it is the exclusive function of the Company to hire, promote, demote, classify, transfer, suspend employees, and also the right of the Company to discipline or discharge any employee for cause, provided that a claim by an employee who has acquired seniority, that he/she had been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided.
- 4.2** 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 Strathroy Machining 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 a manner contrary to the expressed provisions of this Agreement. Any changes to the rules, regulations and policies shall be presented to the Union Committee before implementation.
- 4.3** The intent of this 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 be required to submit to a medical examination 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 management suspects is under the influence of illegal drugs, prescription drugs, or alcohol may, at the discretion of the Company be suspended, without pay, pending an investigation.
- 4.4** Where an employee is unable to carry out the normal performance of his/her job, the Company Medical Officer and the individual's medical practitioner will evaluate the condition. If agreement cannot be reached, a mutually agreed medical specialist will be consulted to determine limitations and action. A direction to return to work will meet the provisions of Article 16.4.
- 4.5** Management will review all new employees work records on a monthly basis during the probationary period. In the event management determines that the employee's work record is not satisfactory enough to gain fulltime employment, they will inform the union of their decision prior to the completion of the probationary period.

## **ARTICLE 5**

### **PLANT COMMITTEE**

- 5.1** The Company acknowledges the right of the Union to establish a Plant Committee consisting of upto one Chairperson, one Health & Safety representative, one person per shift and one person from skilled trades, who have served their probationary period. They may request representation of the CAW to assist the Plant Committee with any matter properly arising out of this Agreement. The Plant Committee will cooperate with the Company in the administration of this Agreement.
- A) Union representatives shall request permission for time off the job to handle grievances and other Union business related to this Collective Agreement.
  - B) The name of each of the stewards and the name of the 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 steward or committee person until it has been notified in writing by the Union of the name of the same.
- 5.2** For the purposes of negotiating and revising a new collective agreement, the Company will recognize a Negotiating Committee of upto 5 people, as established by the Union plus a representative from the CAW and the Local 397 President.
- 5.3** The right of stewards to leave their work without loss of pay to investigate or adjust grievances of personnel whom they represent, whether or not those personnel are in the steward's jurisdiction is granted on the following conditions:
- A) The employee's designated steward is unavailable to address the employee's concern.
  - B) The steward shall obtain the permission of his shift leader before leaving his work which permission shall not be unreasonably withheld.
  - C) The time off shall be devoted to the prompt handling of grievances, which may include meetings with management or the employee concerned in the grievance.
  - D) The Company reserves the right to limit such time if it deems the time so taken to be excessive.
- 5.4** The Company agrees to provide a list of it's supervisory staff to the Chairperson. This list will be updated every month by payroll if there are any changes. Instruction will be provided to the supervisors to cooperate with the stewards to enable them to carry out the provisions of the collective agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

- 6.1** The parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 6.2** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than four (4) scheduled working days before the filing of the grievance.
- 6.3** Grievances arising under this agreement shall be adjusted and settled as follows:

#### **Step 1:**

The employee and/or union representative shall discuss the issue and potential grievance with his/her shift leader or designate. The leader or designate will provide an answer in writing within two (2) working days. If the complaint is not satisfactorily resolved, the employee may proceed to Step 2 of the procedure.

#### **Step 2:**

Failing the satisfactory settlement at Step 1, the grievance may then be submitted in writing to the Human Resources Leader and/or designate within five(5) working days. The Human Resources Leader or designate will respond in writing within five(5) working days of receiving the grievance.

- 6.4** The above time limits may be extended by mutual consent between the Company and the Union.



## **ARTICLE 7**

### **ARBITRATION**

- 7.1** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or application or administration or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, will be referred to Arbitration, at the written request of either of the parties within twenty-one(21) days.
- 7.2** Where Arbitration is required, the parties will proceed before a single arbitrator.
- 7.3** Failing agreement in the selection of an Arbitrator within seven (7) calendar days, the matter will be referred to the Ministry of Labour, who will then make the appointment.
- 7.4** The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he/she deems essential to a full understanding and determination of the issues involved. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 7.5** The findings and decisions of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.
- 7.6** The expense of the arbitrator shall be shared equally by the Company and Union.
- 7.7** The above time limits may be extended by mutual consent of the Company and Union in writing.

## **ARTICLE 8**

### **MANAGEMENT GRIEVANCES**

- 8.1** It is understood and agreed that the management may lodge a complaint, with the Plant Committee, with respect to the conduct of the Union, its officers or stewards within three(3) working days of the incident or decision. 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 9**

### **DISCIPLINE & DISCHARGE CASES**

- 9.1** In all cases which require disciplinary action, the procedure to be followed will be as per the performance improvement process. The performance improvement process will be as mutually agreed by the Company and Union.
- 9.2** Any discipline assessed will be imposed without delay and, in no case, will discipline be imposed later than six (6) working days from the date the Company knew or ought to have known of the infraction for which the discipline was imposed.

**9.3** In all cases which required disciplinary action, the following procedure will be followed in the presence of a Union Steward or Chairperson.

- 1) Verbal Warning – Will be discussed with the employee in the presence of a union representative. Written record of the verbal warning will be copied to the employee and union chairperson and will be kept on file for a period of 6 months and then be destroyed.
- 2) First Written Warning – This will be in the form of a written warning, stating clearly the reason for it(s) being issued. This is to be given to the employee by the shift leader in the presence of a union representative and the violation will be discussed. Copies of the signed warning will be filed with the employee, shift leader, union representative and employee file. Record of this warning will be kept on file for a period of 6 months and then be destroyed.
- 3) Performance Improvement Conference and Final Written Warning – This is a formal meeting conducted with the team member, Shift Leader, and /or Maintenance Leader, and Human Resources Leader as a memorandum and will be included in the team member's personnel file. All parties included at Step 2 will receive a copy of the memorandum/written warning. If the team member is able to correct the performance /behavioural problem and no additional problems develop during the following six (6) months, the memorandum/written warning concerning the Performance Improvement Conference will be removed from the team member's personnel file and will be destroyed.
- 4) Suspension – At this step, the Plant Leader or designate and the Human Resources Leader will be present during the discussion of the violation and will sign the written notice. Notice of discipline at this level will be destroyed at the end of a one (1) year period from the date of the last occurrence. Upon the completion of one (1) year of employment following the suspension, the employee will be reimbursed for the wages lost during the suspension period.
- 5) Further Infraction – A suspension and or written dismissal will be given to the employee stating clearly the reason for being issued. This will be given to the employee by the Shift Leader, in the presence of a union representative. The written dismissal will be when possible signed by the employees shift leader, Human Resources Leader, Plant Leader and union representative.

- 9.4** The Company agrees to conduct an investigation prior to the discharge of any employee which must include an interview of the employee. At the time of interview, the employee shall have a Union committee representative present. This requirement for the conduct of an investigation and the interview of the employee, does not take away any other rights of the Company including their right to suspend the employee pending completion of that investigation. The length of the suspension not to **exceed six (6) working days with pay.**
- 9.5** When an employee has been dismissed, he/she shall have the right to an interview with a Union committee representative for a reasonable period of time before leaving the plant premises.

## **ARTICLE 10**

### **NO STRIKES - NO LOCKOUTS**

- 10.1** 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.
- 10.2** 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 a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided for in Article 6 above.

## **ARTICLE 11**

### **WAGES**

- 11.1** During the terms of this Agreement, the Company and the Union agree that all wage payments will be made weekly in accordance with the rates of pay set forth in Schedule "A" and the job titles set out in Schedule "B" hereto which is hereby made a part of this Agreement.

## ARTICLE 12

### VACATION WITH PAY

**12.1** Employees with less than one (1) year of service are entitled to vacation pay accruing at the rate of four (4) per cent of all monies earned. No minimum period of employment is required to entitle an employee to vacation pay and/or time.

**12.2** All employees who have achieved the following years of service without loss of seniority prior to June 30th in any year will be entitled to vacation with pay as indicated below:

<u>Continuous Service</u>	<u>Vacation Entitlement</u>	
1 year	3 weeks	6% vacation pay
5 years	4 weeks	8% vacation pay
12 years	5 weeks	10% vacation pay

**12.3** Employees may be permitted to carry over vacation to the following year under the following guidelines:

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

- A) Management reserves the right to limit the number of individuals scheduled to use carry over vacation at any one time.
- B) In the event carried over weeks are not used in the following year, they will be forfeited.
- C) Written verification for carry over requests must be on record by June 30<sup>th</sup> with the Human Resources department. If such written verification is not put on record, the carried over weeks will be forfeited. The employee will receive a copy of the written verification.

**12.4** The company agrees to post the vacation (shutdown) period on or before April 1<sup>st</sup> of each year. It is understood that employees must use upto 2 weeks of their vacation entitlement during this shutdown period. Additional vacation requests submitted on or before May 1<sup>st</sup> will be allocated based on seniority where it is practical to do so.

## **ARTICLE 13**

### **HOURS OF WORK AND OVERTIME**

- 13.1** Issues pertaining to the standard work week, overtime rates and paid lunches and breaks have been addressed as follows:
- 13.2** The standard work week is as follows:  
Monday to Friday  
Day Shift begins at 7:00am, ends at 3:00pm  
Afternoon Shift begins at 3:00pm, ends at 11:00pm  
Night Shift begins at 11:00pm, ends at 7:00am
- 13.3** For the above hours of work, time and one half will be paid for hours worked Saturdays and Sundays.
- 13.4** Overtime will be paid at a rate of time and one half for hours worked in excess of the employee's regular scheduled shift.
- 13.5** When overtime is required, the company will use a voluntary system. In the event there are not enough volunteers, the Company and the Union will set up a temporary agreement to address the issue.

### **PAID LUNCH AND BREAKS**

- 13.6** Based on a three shift twenty-four(24) hour operation, employees will be granted a twenty(20) minute paid lunch and two(2) ten minute paid breaks.

### **EMERGENCY CALL IN**

- 13.7** Any employee called in to work in an emergency will be paid a minimum of four(4) hours' pay or one and one half times his/her rate of pay for the hours worked, whichever is greater.
- 13.8** Any employee who shall report for work at his/her regular starting time and is sent home because no work of any kind is available, shall receive four (4) hours pay at his/her regular rate. No payment shall be made if the employee has been advised in advance of reporting.
- 13.9** The Company agrees that non bargaining unit persons will not perform bargaining unit work except in the case of emergencies and such events as training, meetings, absenteeism and providing relief.

## **ARTICLE 14**

### **STATUTORY HOLIDAYS**

**14.1** Statutory holidays are defined as: New Year's Day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day. Where any of these said statutory holidays falls on what would otherwise be a regular working day, all active employees who are employed by the Company shall receive payment for such holidays based on their regular salary subject to the following conditions:

- a) If a holiday falls in the vacation period he/she shall be allowed either one additional day's vacation with pay, or payment in lieu thereof. The employee shall decide which of the above methods of payment will be used. If the employee chooses to receive an additional day's vacation, the date of the vacation will be mutually agreed between the employee and the shift leader.
- b) If an employee works one of the above-named paid statutory holidays he/she will receive payment at one and one-half times his regular rate for the hours actually worked.

## **ARTICLE 15**

### **SENIORITY**

**15.1** An employee shall be considered probationary for 65 working days. In the event of a layoff, probationary employees will retain any time accumulated prior to the layoff towards probationary period. Seniority for new employees with the same start date will be determined by date of hire, date of application and last three digits of SIN in ascending order.

**15.2** Seniority referred to in this Agreement shall mean length of continuous service in the bargaining unit (subject to 15.6) on a plant wide basis. Seniority lists are to be revised and posted every month and a copy will be given to the Local Chairperson.

**15.3** Seniority and employment shall terminate when the employee:

- a) quits for any reason.
- b) is discharged and is not reinstated through the grievance procedure or arbitration.
- c) has been on layoff for a continuous period of twenty-four (24) months.
- d) has been on layoff for a continuous period of less than twenty-four (24) months and who, when notified by registered mail addressed to the last address he/she had recorded with the Company, fails to notify the Company within seven(7) days that he/she is intending to return to work and unless he/she returns to work as soon as possible after receiving notice and in any event within fourteen (14) days of the mailing.
- e) fails to return to work immediately after the expiration of a leave of absence or unless prevented from doing so by any cause which is reasonable in the opinion of the Company and the Union.
- f) is absent from work for more than two(2) consecutive days without notifying his/her shift leader unless absent due to verifiable illness or unless, in the opinion of the Company, there was reasonable justification for such absence.

**15.4** An employee shall accumulate seniority:

- a) while he/she is at work for the Company, or on layoff or illness not exceeding twelve(12) months, after he/she has completed his/her probationary period as set out in 15.1.
- b) an employee will retain but not accumulate seniority during a written leave of absence exceeding four (4) weeks.
- c) all leave of absences exceeding four (4) weeks will be discussed with the Union Chairperson or his/her designate.

**SKILLED TRADES SENIORITY**

**15.5** Production workers will not carry seniority into skilled trades classification, nor will skilled trades workers exercise seniority into production or non-production groups in cases of layoff.



### **NON-BARGAINING UNIT LEAVE**

- 15.6** 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 the bargaining unit for a period of sixty-five (65) working days. After that time they will lose all previously acquired seniority. This term may be extended by mutual agreement between the Company and Plant Committee.

### **PUBLIC OFFICE**

- 15.7** An employee who is elected to Public Office shall be granted an unpaid leave and will retain all previously acquired seniority, but will not accumulate seniority while fulfilling the required term of Public Office. The Company recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Company shall allow unpaid leave of absence so that the employee may be a candidate in federal, provincial or community elections.

### **UNION LEAVE**

- 15.8** An employee elected or appointed to a full time position with the Union will be granted a leave of absence for up to twelve(12) months. The employee will retain all previously acquired seniority and continue to accumulate seniority during the period of leave. This term may be extended upon mutual agreement between the Company and the Plant Committee.

## **ARTICLE 16**

### **LEAVE OF ABSENCE**

- 16.1** All leaves of absence longer than four (4) weeks will be mutually agreed between the Company and the Union.
- 16.2** A leave of absence for Union business, excluding collective bargaining, will be granted providing it does not affect the operations of the plant. The Company reserves the right to limit these leaves of absences, but will not withhold permission unreasonably.
- 16.3** In the event that an employee is involved in a compensable injury at work and is required to leave his/her job for treatment, he/she will receive payment at his/her regular rate of pay for the time lost while taking initial treatment.
- 16.4** Any employee's return to work after sick leave will be conditional upon supplying a certificate from a physician that he/she is fully capable of performing the job.

- 16.5** While the Company and Union recognize paid absences for a variety of reasons, the authorization of these absences are not to be construed as a basis for condoning excessive absenteeism on the part of any employee. As such, employee absenteeism will be tracked on a monthly basis. Employees within the top 10% (in a 3 month window) and those whose absenteeism exceeds the plant average will be brought to the attention of the shift leader. This list will be reviewed by Management and the Plant Committee or designate who will mutually agree upon the appropriate disciplinary action.

### **PHYSICALLY CHALLENGED EMPLOYEES**

- 16.6** In the event an employee becomes physically challenged and is unable to continue their job, an exception will be made in favour of such employee on the following basis.
- 16.7** If a job vacancy occurs, which a physically challenged employee can perform, they will be placed on such a job without the necessity of a job posting.
- 16.8** A Doctor's certification of disability by the employee's own Doctor, must be submitted and verified by the Company Medical Officer.
- 16.9** An employee placed on a job because of a disability will have that disability reviewed at least annually.
- 16.10** The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.

### **MATERNITY, ADOPTION AND PARENTAL LEAVE**

- 16.11** The Company agrees to provide the above leaves in accordance with current legislation which will be posted on the employee bulletin board.
- 16.12** Benefit coverage shall be maintained for eligible employees while on maternity, adoption and parental leave in accordance with the provisions of the Employment Standards Act as amended from time to time as of the date of ratification.
- 16.13** In addition, for the life of this Agreement, the maternity leave may be extended a further 17 weeks provided the employee makes application to the Company for a total of 52 weeks.
- 16.14** The Company agrees to provide benefit coverage, for the period of the leave of absence for upto a maximum of fifty-two (52) weeks.

## **ARTICLE 17**

### **BEREAVEMENT**

- 17.1** In the event of bereavement or death of the spouse, same sex spouse, child, mother or father, sister or brother, father-in-law or mother-in-law, step-parent or a step-parent of a current spouse, stepsister, or stepbrother, grandparents or grandchildren, of any employee and employees current spouse or same sex spouse covered by this Agreement, such employee shall be granted an excused absence of three (3) working days at his/her base rate of pay. A maximum of three (3) additional days will be allowed when approved by Human Resources and the Union. Such absence will not be held against an employee for absenteeism. Employee Assistance Counselling will be available upon request.

## **ARTICLE 18**

### **HEALTH AND SAFETY**

- 18.1** The Company and Union agree to work jointly in accordance with the Occupational Health and Safety Act (1995) as the minimum standard.
- 18.2** No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received safety education, training and instruction.
- 18.3** A National Representative from the Union who deals with issues of Health and Safety may have access to the plant upon request by the Local Union. He/she will provide the Company with reasonable notice prior to the visit.
- 18.4** 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, a co-worker or plant equipment. The Company will not take punitive action against an employee who refuses to do such work. If the employee is not involved in the investigation he/she may be assigned to other work in the plant. Reassignment to another position within the plant will not be considered as disciplinary action.
- 18.5** The company agrees to allow all employees to cease work for one minute of silence out of respect on April twenty-eighth (28) of each year for The National Day of Mourning, for workers killed and injured on the job.
- 18.6** The Company shall ensure the "Hocut" coolant concentration levels are maintained no higher than 7%. If it is desired to deviate from the 7% maximum a process deviation form will be initiated and must be signed off by a Joint Health and Safety Union Representative.
- 18.7** The Company will provide training for employees in CPR and First Aid applications. Employees taking this training will be paid at their regular rate of pay and will be held on shift.

**SAFETY EQUIPMENT**

- 18.8** The Company agrees to provide an allowance of \$165.00 per employee every twelve(12) months or as required, upon agreement between the employee and shift leader, towards the cost of safety shoes or boots, which must be worn as directed by the Company as a condition of employment.
- 18.9** The Company agrees to pay up to a maximum of \$150.00 per twelve (12) month period towards the cost of prescription safety glasses if glasses are required annually. Employees will be allowed to purchase prescription safety glasses from the Company optometrist.

**HEAT IN THE PLANT**

- 18.10** When an employee feels that the in-plant temperature and humidity has reached a point where he/she is unable to carry out the job duties successfully without danger of sickness, he/she should bring this to the attention of the Union Representative and Shift Leader. The Shift Leader will attempt to find an acceptable solution to this problem which satisfies both the employee's personal health and sickness problem and the Company's production requirements. However, if the employee requests to go home unpaid, such a request will not be unreasonably withheld. This time will not be held against the employee's attendance.

**ERGONOMICS**

- 18.11** The Joint Health and Safety Committee will address ergonomic needs on a priority basis and work toward modifying the workplace, work station, or tool to accommodate the worker.

**ARTICLE 19****RULES AND REGULATIONS**

- 19.1** The Company agrees to develop Rules and Regulations together with employees and to post them on the bulletin board. Copies will be given to members of the Plant Committee. It is further agreed that the Chairperson will be notified of any changes to the Rules and Regulations prior to their being posted.

## **ARTICLE 20**

### **LAYOFF AND RECALL**

- 20.1** Layoff and recall will be based on last on, first off. In all cases of lay-off reasonably anticipated to exceed one(1) working day and recalls after such layoff seniority shall govern, provided the employee(s) concerned have the required skill and ability to do the work required.
- 20.2** The Company agrees to give employees affected by layoff as much notice as possible and at least three (3) days notice of layoff except where such layoff is a consequence of machinery breakdown, an Act of God, fire, flood, power failure or other like causes beyond the control of the Company.
- 20.3** Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they have the skill and ability to do the work available.
- 20.4** Because of their position in the Union, the Chairperson (and any additional stewards, if required) will have senior seniority in the plant for the purpose of layoff only and provided they have the necessary qualifications to do the work required.
- 20.5** The Company will provide a list to the Union Chairperson of all employees whom are to be Laid Off or Recalled.

## **ARTICLE 21**

### **GENERAL**

- 21.1** Copies of the Collective Agreement in booklet form will be made available, by the company, within two (2) months of ratification.
- 21.2** Where joint Union-Management meetings occur during this contract, the wages of those members of the bargaining unit who are absent from their workplace for the meeting will be paid their normal hourly rate.

### **COURT / JURY DUTY**

- 21.2** In the event an employee covered by this Agreement is called to serve on jury duty or is subpoenaed as a Crown witness; he/she will be paid at his/her regular rate of pay. The employee must submit written confirmation from the Court Officer, following the termination of such court service, indicating the actual time spent in court before payment will be made.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 21.3** The Company and Union have a strong interest in encouraging early treatment and help to resolve employee problems related to substance abuse, emotional, medical, family or financial difficulties and will endeavour to assist in the promotion of a full and healthy lifestyle through employee assistance programs.

### **EMPLOYEE ORIENTATION**

- 21.4** The employee's immediate supervisor will introduce him/her to his/her union representative who will provide the employee with a copy of the collective agreement. The Company agrees that the union representative will be given an opportunity to participate in the Westcast New Employee Orientation for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Company and the Union.

### **CONFIDENTIALITY OF HEALTH INFORMATION**

- 21.5** The Company and the Union recognize the confidentiality of health and medical information of employees. Therefore, the Company and the union representation that 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 consent of the employee or as required by law. This does not preclude either party from using the services of a WSIB, Medical or Legal professional.

### **UNION PLANT CHAIRPERSON**

**21.6** The Company recognizes the Union Plant Chairperson as a day shift employee. The Plant Chairperson will function on a plant-wide basis.

### **UNION OFFICE**

**21.7** The company agrees to provide a Union office furnished with the following items: locking desk, two(2) filing cabinets, one (1) bookcase, one (1) bulletin board, one (1) table with four (4) chairs, one (1) telephone, one (1) computer, one (1) fax line and direct access to the union office from the shop floor.

### **PLANT STUDENT POLICY**

**21.8** The Company and Union agree to follow the current Plant Student Policy as set out in the Policy and Procedures Manual, when it is deemed appropriate to use Student labour.

### **DUAL TRADE QUALIFICATION**

**21.9** All Maintenance employees will be offered registration in a second trade after being with the Company and licensed for a period of one (1) year. In the event this arrangement contravenes the law, the law will apply. The Company reserves the right to limit the number of apprentices away at school, but will not withhold permission unreasonably.

## **ARTICLE 22**

### **JOB POSTING PROCEDURE:**

- 22.1** (a) All jobs or vacancies will be posted for a period of five(5) days. The posting will include the hours of work and a description of the duties. Employees desirous of the jobs will sign the posting. The job will then be awarded to the senior employee who has the required skill, ability and acceptable past work record. The Company will be the judge in the evaluation of these factors, however, a senior employee not awarded a posted position may file a grievance. In the event that there are no qualified applicants within the bargaining unit, the company may fill the position from outside the bargaining unit.
- (b) In the application of Article 22.1(a), seniority shall govern, provided the employee or employees concerned have relatively equal skill and ability. In considering past work record, the Company will use discretion and not act unreasonably.

## **ARTICLE 23**

### **WORKPLACE HARASSMENT**

- 23.1** The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practised 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.
- 23.2** The Harassment policy will be posted on the employee bulletin boards, as well, new employees will be given Anti-Harassment training and current employees will be given a review annually. The Company agrees to set up a Joint Union Management Committee to address Harassment issues as they occur in the workplace. This committee will be responsible for recommending appropriate training on this subject.
- 23.3** The Company and the Union agree that 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 counsellor), 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 in incident otherwise supportive of discipline. This statement's intent is subject of good faith on the part of the Company, the Union and the affected employee(s), and will not be used by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.



## **ARTICLE 24**

### **PAID EDUCATION LEAVE**

- 24.1** 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, Ontario  
N0H 2C5

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

### **SKILLED TRADES COUNCIL**

- 24.2** The Company agrees to deduct the sum of one-half (1/2) hour per year as dues to the CAW Skilled Trades Council, from employees hired rehired, reinstated or transferred to a skilled trades classification or trade as listed upon receipt of individual authorization cards signed by such employees. Such deductions shall be made at the same time as regular union dues and thereafter on an annual basis in the month of January. These deductions, along with the names of the employees shall be remitted to the financial secretary of the CAW Local 397.

**WESCAST INDUSTRIES INC. - STRATHROY MACHINING  
SCHEDULE "A"**

**SKILL LEVELS**

	<b><u>Sept. 1/98</u></b>	<b><u>Sept. 1/99</u></b>	<b><u>Sept.1/2000</u></b>
PRODUCTION TECHNICIAN TRAINEE	\$13.00/hr.	\$13.25/hr.	\$13.50/hr.
. This rate will apply for a period of twelve (12) month from the date of hire.			
PRODUCTION TECHNICIAN	\$15.03/hr.	\$15.53/hr.	\$16.03/hr.
SHIFT TECHNICIAN			
.Entry	\$15.53/hr.	\$16.03/hr.	\$16.53/hr.
.Level 2	\$16.03/hr.	\$16.53/hr.	\$17.03/hr.
.Level 3	\$16.53/hr.	\$17.03/hr.	\$17.53/hr.
.Level 4	\$17.03/hr.	\$17.53/hr.	\$18.03/hr.

**MAINTENANCE (Electrical/Mechanical)**

Qualified - Journeyman			
. Level 1	\$21.18/hr.	\$21.68/hr.	\$22.18/hr.
. Level 2	\$21.68/hr.	\$22.18/hr.	\$22.68/hr.
. Level 3	\$22.18/hr.	\$22.68/hr.	\$23.18/hr.
. Level 4	\$22.68/hr.	\$23.18/hr.	\$23.68/hr.

Dual Ticket: Skilled Trades persons who are certified in both the Electrical and Industrial Maintenance Mechanic trades will receive an additional rate of \$1.00/hr.

**Shift Premium:**

A shift premium will be paid to employees who work the Afternoon (3pm – 11pm) shift and the Night (11pm – 7am) shift, and will be paid as follows or any portion:

<b><u>Sept. 1/98</u></b>	<b><u>Sept. 1/99</u></b>	<b><u>Sept.1/2000</u></b>
\$0.50	\$0.55	\$0.60

### **COST OF LIVING ALLOWANCE**

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

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 1998 is the average of the CPI at the end of March 1998 (108.8), April 1998 (108.5) and May 1998 (108.9) or 108.73.

Cost of Living adjustments will be made upward and downward quarterly as indicated in the average C.P.I., but in no event will a decline in the average C.P.I. below that of 108.8 (June 1998) provide a basis of reduction in the wages set forth in this agreement.

Adjustments in the COLA will be made for all work performed after September 1, 1998 at the following times:

<b>Effective Date of Cost of Living Adjustment Each Year</b>	<b>Based on the Average C.P.I. For</b>
January 4, 1999 (for January 1, 1999)	December 1998
April 5, 1999 (for April 1, 1999)	March 1999
July 5, 1999 (for July 1, 1999)	June 1999
October 4, 1999 (for October 1, 1999)	September 1999
January 3, 2000 (for January 1, 2000)	December 1999
April 3, 2000 (for April 1, 2000)	March 2000
July 3, 2000 (for July 1, 2000)	June 2000
October 2, 2000 (for October 1, 2000)	September 2000
January 1, 2001 (for January 1, 2001)	December 2001
April 2, 2001 (for April 1, 2001)	March 2001
July 2, 2001 (for July 1, 2001)	June 2001

At each quarter measurement point, the Average CPI will be compared to the Average CPI at June 1998 (108.73). The amount of the cost of living adjustment shall be one cent (\$0.01) per hour for each whole .06 increase in the Average CPI less the cumulative cost of living adjustment as at the prior quarterly measurement date.

The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly C.P.I. 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 rate adjustments.

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

**WESCAST INDUSTRIES INC.****SCHEDULE "B"****Level Progression for Maintenance Journeyman****Level 1** Entry level to Wescast

Technical proficiency as established by license.

**Level 2** Successful completion of the employee's probationary period of 65 working days which includes demonstratable proficiency in the following requirements is necessary to achieve Level 2.

- A) To operate all of the equipment including dials, transfers, washers, leak and flow test machines successfully.
- B) To successfully troubleshoot and repair the above equipment as well as other equipment including lift trucks and compressors.
- C) To successfully turn on, operate and shut down the CMM to gauge any exhaust manifold.
- D) To install new equipment electrically and/or mechanically.
- E) To successfully fabricate and weld components, tables, fixtures, etc. from drawings.
- F) Proven ability to use a surface grinder.

**Level 3** The following criteria is the minimum requirement to achieve Level 3. These criteria can be reasonably accomplished within a time frame of nine(9) months from the achievement of Level 2. Demonstratable proficiency in these requirements is sufficient to achieve this level.

- G) Proven ability to level a dial, wingbase or transfer.
- H) To successfully make moves to any head, wingbase or fixture through the advice of a Product Engineer or Shift Technician.
- I) To understand and setup the leak and flow test stand to accept or reject master castings as outlined at each leak and flow test station.

**Level 4** The following criteria is the minimum requirement to achieve Level 4. These criteria can be reasonably accomplished within a time frame of eighteen(18) months from the achievement of Level 3. Demonstratable proficiency in these requirements is sufficient to achieve this level.

- J) To understand and recommend moves from the data provided by the CMM.
- K) To perform preventative maintenance checks on all of equipment and to effect those repairs required.

An employee who feels he/she has achieved the prerequisite skills to achieve a higher level of pay, may request, through the Maintenance Leader, a formal review of those skills by a committee consisting of two(2) qualified Skilled Trades representatives and the Maintenance Leader.

## **Apprenticeship Program**

The Company and the Union share a mutual commitment to develop fully trained and safe workers through the apprenticeship-training program. This program will be limited to millwrights and electricians.

### **Qualifications:**

- Minimum of Grade 12 education or equivalent.
- Good attendance record: 96% or better in current year.
- Excellent safety record; work performance; interpersonal and team skills.
- Not a Wescast apprentice in any trade.

### **Selection Process**

- All qualified Apprenticeship applicants will be given the opportunity to write the Canadian Adult Achievement Test (CAAT) and the Differential Aptitude Test (DAT). A pre-study guide will be issued from Human Resources at least a week prior to the testing. A pre-determined number of candidates will proceed to the next level of testing.
- A trade-specific test is then taken to evaluate knowledge specific to the trade in question. In addition, the Apprenticeship Committee (Union Rep., Maintenance Rep., and H.R. Rep.) to determine overall candidate suitability conducts a structured interview. The Committee selects the successful apprentices.

### **Training**

- Wescast Industries will pay the cost (tuition and books) of all required training.
- All trades training to be handled through approved or certified programs. A "Training Request Form" with appropriate approvals must be completed before beginning any training.
- A "Skills Proficiency" test to determine the appropriate starting level for all "required" skill training participants. A complete module must be passed successfully to be exempt from that module.

### **Course Schedule**

- Apprentices attend block release training arranged through the Ontario Ministry of Education and Training.

NOTE: Due to the limited availability of trade school registrations, Wescast will commit to making apprentices available to attend schooling as required.\* Conversely, apprentice cancellations of school releases will be permitted only in severe hardship cases.

\*Providing adequate numbers of trained maintenance workers are available to ensure the safe and effective operation of the plant.

**Completion**

- Under normal conditions and with anticipated block release scheduling, the length of time to complete the apprenticeship must not exceed 125% of the Contract of Apprenticeship period. Employees who do not complete the apprenticeship requirements within this time frame will return to their pre-apprenticeship classification and rate of pay.

**Rate of Wages**

- Hourly wages will be paid for in-class instruction time only during the Block Release sections of the Apprenticeship. Travel time will not be included.
- The Apprenticeship Program is a four (4) phase program. Wages will be based upon the following:
  - The wage differential between production and maintenance wage rate will be calculated using the current rate in the Wescast Strathroy collective agreement.
  - Upon successful completion of each phase, a wage increase of one-quarter (1/4) of the differential shall be added to the production hourly rate.
  - Employees will be paid at their present hourly rate.

**NOTE:**

1. This agreement does not override the indentured apprenticeship agreement between Wescast Industries, Ministry of Colleges and Universities and the Apprentice.
2. Any government assistance provided to the apprentice will be deducted from the employees wages.
3. Tool allowance will be granted to apprentices and journeymen at a rate of 2% of the employees previous years wage. For new employees, 2% of monthly wages will be granted until a full year of wages can be established.

### *Apprenticeship Rate Policy*

- 1) Apprenticeship rate starts at present production rate as per the collective agreement.
- 2) First Increase = Current rate +  $\frac{1}{4}$  of difference between current and trade rate level 1.
  - First block of trade schooling successfully completed, and a
  - Minimum of 1,000 hours of hands-on training experience, and a
  - Minimum of 25% of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off.
- 3) Second Increase = Current rate +  $\frac{1}{2}$  of difference between current and trade rate level 1.
  - Second block of trade schooling successfully completed, and a
  - Minimum of 3,000 hours of hands-on training experience, and a
    - Minimum of 40% of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off.
- 4) Third Increase = Current rate +  $\frac{3}{4}$  of difference between current and trade rate level 1.
  - Third block of trade schooling successfully completed, and a
  - Minimum of 5,000 hours of hands-on training experience, and a
  - Minimum of 60% of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off.
- 5) Fourth Increase = To trade rate.
  - 75% of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off, and the
  - Required hours as per apprenticeship program signed off, or demonstrated ability to perform all duties of qualified trades person to exempt from remaining hours, and the
  - Apprenticeship Completion Form signed off by the Ministry of Training and Education and Westcast Industries Inc., and
  - Successfully pass the trade test.

## Benefit Summary

Benefit	Coverage Year 1	Coverage Year 2	Coverage Year 3	Employer Premium Cost	Employee Premium Cost
<b><u>Employee Life Insurance</u></b> - Employee is eligible for benefit from date of hire	\$35,000 reducing by 50% at age 65	\$40,000 reducing by 50% at age 65	\$40,000 reducing by 50% at age 65	100%	Nil
<b><u>Employee Accidental Death and Dismemberment and Specific Loss</u></b> (Principal Sum) (Underwritten by American Home Assurance Co.) - Employee is eligible for benefit from date of hire	\$35,000	\$40,000	\$40,000	100%	Nil
<b><u>Dependent Life Insurance</u></b> - Employee is eligible for benefit after 3 months	\$2,500	\$5,000	\$5,000	100%	Nil
<b><u>Semi-Private Hospital</u></b> - Employee is eligible for benefit after 65 working days.	Semi-Private room 100% coverage			100%	Nil



<p><b><u>Healthcare</u></b> Employee is eligible for these benefits after 65 working days.</p> <p>Basic Expense Maximums:</p> <p>Hospital</p> <p>Nursing</p> <p>Chronic Care</p> <p>Medical Travel in Canada</p> <p>Prescription Drugs</p> <p>Custom-fitted Orthopedic Shoes</p> <p>Myoelectric Arms</p> <p>External Breast Prosthesis</p> <p>Surgical Brassieres</p> <p>Patient Lifters</p> <p>Outdoor Wheel Chair Ramps</p> <p>Blood-Glucose Monitoring Machines</p> <p>Transcutaneous Nerve Stimulators</p> <p>Extremity Pumps for Lymphedema</p> <p>Custom-made Compression Hose</p> <p>Wigs for Cancer Patients</p> <p>Paramedical Expense Maximums</p> <p>Physiotherapists</p> <p>Psychologists/Social Workers</p> <p>Speech Therapists</p> <p>Masseur</p> <p>Vision Care</p> <p>Eye Examinations</p> <p>Hearing Aids</p> <p>- Employee is eligible for benefit after 3 months</p>	<p>100% reimbursement of eligible charges subject to maximums below</p> <p>Private Room(You will only be eligible for this benefit if you are also enrolled under the semi-private hospital benefit)</p> <p>\$25,000 every 3 years</p> <p>\$25.00 per day</p> <p>\$2,000 Lifetime</p> <p>Included</p> <p>Reasonable &amp; Customary</p> <p>\$10,000 per prosthesis</p> <p>1 in every 12 months</p> <p>2 in every 12 months</p> <p>\$2,000 per lifter every 5 years</p> <p>\$2,000 Lifetime</p> <p>1 in every 4 years</p> <p>\$700 Lifetime</p> <p>\$1,500 Lifetime</p> <p>4 pairs per calendar year</p> <p>One wig – Lifetime</p> <p>Unlimited</p> <p>\$200 each calendar year</p> <p>\$35 for initial visit</p> <p>\$20 per hour for each subsequent visit</p> <p>\$200 each calendar year</p> <p>12 visits each calendar year</p> <p>\$7 each visit</p> <p>\$125 every 2 years per dependent</p> <p>Once every 2 years per dependent</p> <p>\$500 coverage every 3 years per dependent</p>	100%	Nil
<p><b><u>Healthcare Continued</u></b></p> <p>Global Medical Assistance Expenses (GMA)</p> <p>Out of Country Emergency Care Expenses</p> <p>Lifetime Healthcare Maximum</p> <p>- Employee is eligible for benefit after 65 working days.</p>	<p>Included</p> <p>Included</p> <p>Unlimited</p>	100%	Nil

<b>Dental Care</b> <b>1. Basic/Preventative)</b> Payment Basis	The dental fee guide is in effect in your province of residence in the year prior to the date the expense is incurred	100%	Nil									
Reimbursement Levels Accidental Dental Injury Expenses <u>All other expenses</u>	<table><tr><td><u>Year 1</u></td><td><u>Year 2</u></td><td><u>Year 3</u></td></tr><tr><td>100%</td><td>100%</td><td>100%</td></tr><tr><td>85%</td><td>90%</td><td>95%</td></tr></table>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	100%	100%	100%	85%	90%	95%		
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>										
100%	100%	100%										
85%	90%	95%										
Plan Maximum Note: No maximum is applied to accidental dental injury coverage	\$1000 each calendar year											
<b><u>2. Orthodontics</u></b>  - Employee is eligible for benefits after 65 working days.	\$1000 lifetime at 50% reimbursement per dependent											
<b><u>Benefit Coverage</u></b> Laid Off Employee Wage Loss Replacement WSIB (WCB)	6 months 6 months Duration of injury	100%	Nil									

**PENSION**

Current pensions will remain as currently applied. New employees following ratification of this agreement will not be eligible to have contributions matched by the Company during their first two years of employment.

Maximum Contributions will be as follows:

	<b><u>Employee Contribution</u></b>	<b><u>Company Contribution</u></b>
<b>Year 1</b>	1% mandatory	3%
	1% mandatory + 1% optional	4%
	1% mandatory + 2% optional	5%
<b>Year 2</b>	1% mandatory	3%
	1% mandatory + 1% optional	4%
	1% mandatory + 2% optional	5%
<b>Year 3</b>	1% mandatory	3%
	1% mandatory + 1% optional	4%
	1% mandatory + 2% optional	5%
	1% mandatory + 3% optional	6%
	1% mandatory + 4% optional	7%

**ARTICLE 25**

**TERMINATION**

**25.1** This Agreement will remain in force for the dates indicated and shall continue in force from year to year thereafter unless in any year not more than sixty days and not less than thirty days before the date of its termination, either party shall furnish the other with notice of termination or of proposed revision to this agreement.

IN WITNESS THEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year first above written.

Signed on this th day of October.

WESCAST INDUSTRIES INC.

NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA (CAW - CANADA)  
AND ITS LOCAL 397

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**LETTER OF UNDERSTANDING**  
**RE: Contracting of Maintenance and Engineering Work**

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

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

1. What Maintenance work can best be done by our own qualified people within the timeline required and without prejudice or other maintenance work.
2. Scheduling of the work.
3. 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 Strathroy Machining will not be laid off as a result of the 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/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.

Agreed to in \_\_\_\_\_ this \_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
 For the Company

\_\_\_\_\_  
 For the Union

**LETTER OF UNDERSTANDING**  
**Re: Banked Time**

Banked time is designed to allow employees the opportunity to prearrange short periods of time off.

- At the team member's option, any team member may bank time (up to a maximum of 40 hours banked time), ONLY the straight time portion worked may be banked; overtime PREMIUM will be paid out. To arrange for time off using banked time, a Banked Hours Form must be submitted to the Shift Leader for approval which is based on minimizing the impact of the operations
- Requests to use banked hours will be on a first in basis
- If an employee wishes to have the cash paid out rather than time off, a Banked Time Form needs to be submitted to Human Resources prior to being paid
- Banked time hours will not be held against attendance
- Banked hours can not be taken prior to them being earned
- Banked time will not be used to cover unscheduled time away from plant (ie. absenteeism)
- Banked time will be from January 1 - December 31. At the end of the year, all banked time must be used or it will be paid out.

Parties agree that for the life of this agreement, this letter will remain in effect.

Agreed to in \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
 For the Company

\_\_\_\_\_  
 For the Union

**LETTER OF UNDERSTANDING**  
**RE: Travel Policy**

It is understood that the current Travel Policy will remain in effective until such time that a Corporate Travel Policy will be designed and implemented by a joint Union / Management Committee by all Wescast facilities, at which such time, the Corporate Travel Policy will be adopted at Wescast Strathroy.

Agreed to in \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union



**LETTER OF UNDERSTANDING**  
**RE: Moving Location**

In the event the Company moves the Strathroy plant to another location within 30 miles of the current location, the affected employees will have the right to transfer to the new location. Further, this contract will apply and remain in effect at the new location.

Agreed to in \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING**  
**RE: Private Rooms**

If requested by the employee within a reasonable time period prior to departure, the company will provide private accommodations for those whom request so, while on training courses or other company related business. This does not apply to the Annual Scanlon Conference.

Agreed to in \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING**  
**RE: Seasonal Work Attire**

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. Such seasonal work attire may include but not be limited to, winter coats and rain jackets. If further work attire is required, it will be discussed with the Maintenance Leader or Shift Leader and a mutually acceptable agreement will be made between the Company and the Union.

Agreed to in \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING**  
**RE: Cost of Negotiations**

It is agreed that the Company will pay for wages lost by the bargaining committee during the negotiating of this Collective Agreement.

Agreed to in \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**LETTER OF UNDERSTANDING**  
**RE: Retroactive Pay**

It is understood that the rates of pay included in this agreement will be effective retroactively to September 1, 1998.

Agreed to in \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

August 25, 1995

Mr. Dave Tilley  
National Representative  
CAW - Canada  
250 Placer Court  
North, Willowdale  
Ontario M2H 3H9

**Letter of Understanding No. 1**  
**Re: Multi-skilled Teams & Job Rotation**

Dear Mr. Tilley:

Wescast Industries Inc. and in particular its operation in Strathroy, Ontario, are committed to the development of highly trained, multi-skilled teams in order to assure its reputation in the market place as a world class, responsive and highly competitive supplier to the automotive industry. Success in this quest, will impact significantly on Wescast's and Strathroy's continued presence in the marketplace.

To achieve this objective, it is necessary, therefore, for all Wescast employees to continue to develop a thorough understanding and competency level in all the core skill levels required on the production floor. A competent, multi-skilled work team capable of rotating through the machining lines will positively impact and reduce the occurrence of potential repetitive injuries/trauma, provide flexibility in staffing lines for fluctuating production schedules, minimize the impact of slowdowns, aid in the distribution of overtime and finally, raise the overall competence and quality of work life for all the workforce.

For this venture to be successful, it is the intention of the Company to develop and implement jointly through a cross functional team of Production Technicians and Resource personnel, a training and rotation program to address these desired outcomes and concerns of all parties. This will be accomplished over the twelve(12) months following the signing of this Collective Agreement. The details of that program will become part of the Strathroy Plant Design.

Very truly yours,  
Wescast Industries Inc.

Ed Haines  
Vice President, Machining Operations

August 25, 1995

Mr. Dave Tilley  
National Representative  
CAW - Canada  
250 Placer Court  
North, Willowdale  
Ontario M2H 3H9

**Letter of Understanding No. 2**  
**Re: Company Uniforms**

Dear Mr. Tilley:

During the 1995 negotiations, the Company and Union discussed at length, several issues relating to the topic of company uniforms in its Strathroy operations including the issue of co-payments made by employees. These issues dealt with employee dissatisfaction with cleanliness, availability and fit.

Both parties agreed that during the six(6) month period following ratification of the Collective Agreement, that a joint committee consisting of representatives of management and the Union would meet to investigate solutions to the issues concerning the dissatisfaction regarding the use of these uniforms.

Further, it was agreed that should both parties fail to arrive at a reasonable solution to the problems identified above, the issue of co-payment for company uniforms would then be re-visited by the Company and Union.

Very truly yours  
Wescast Industries Inc.

Ed Haines  
Vice President, Machining Operations