

COLLECTIVE AGREEMENT



**wescast industries inc.
brantford**

and



LOCAL 397

September 1, 1998
to
August 31, 2001

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ARTICLE I – PURPOSE AND DEFINITION

- 1.01 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.
- 1.02 A local arrangement is defined as an arrangement between the Company and the Local Plant Chairperson after approval of the majority of employees.

ARTICLE II – RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent of all employees of the Company located at Brantford, save and except shift leaders and supervisors, persons above the rank of shift leaders and supervisor, engineering, office and sale staff, students employed during the school vacation period and persons regularly employed for not more than 24 hours per week.
- 2.02 In the event of a new facility being opened in Brantford, the terms and conditions of this contract will not transfer to that facility.

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 Foundry Leader or his/her designate.
- 3.03 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 weekly. The Company shall remit the same monthly to the Financial Secretary of CAW Local 397, together with a list of employees from whose pay deductions have been made.
- 3.04 The Company shall make available to the Union, on request, information required by the Union such as the performance file, names, addresses, birth dates, telephone numbers, and where applicable, Social Insurance numbers (SIN) of all employees covered by this Agreement. This information will be released provided the employee concerned signs a waiver to release such information. The Company will provide the waiver form.

ARTICLE IV – MANAGEMENT RIGHTS

- 4.01 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 had been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided.
- 4.02 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 Foundry in Brantford, 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 all employees. These rights will not be exercised in an arbitrary manner, contrary to the expressed provisions of this Agreement. Any changes to the rules and regulations shall be presented to the Union Committee before implementation.
- 4.03 The intent of this article is to assist in maintaining a safe workplace 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 at the discretion of the Company be required to immediately submit to a medical examination by the Company Medical Department, or its designate, to determine whether the individual was at the time under the influence of illegal or prescription drugs or alcohol.
- B) Anyone reporting to work whom management suspects is under the influence of illegal drugs, prescription drugs, or alcohol may at the discretion of the Company be suspended pending an investigation.
- 4.04 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 upon specialist will be consulted to determine limitations and actions. The opinion of the specialist would be the determining opinion.
- 4.05 An Assessment committee, composed of personnel representing both Union and Management will review all new employees' work records prior to the completion of the

probationary period. It is, however, clearly understood that Management will have the right to make a final decision in each case.

- 4.06 Management persons will not replace a bargaining unit employee while a qualified bargaining unit person is on layoff. If a short-term need arises, the Company must contact Union employees to first offer them the work.

ARTICLE V – PLANT COMMITTEE

- 5.01 A) The Company acknowledges the right of the Union to establish a Plant Committee consisting of one (1) Chairperson, two (2) persons from each shift and two (2) persons from skilled trades, who have served their probationary period. They may request representation of the CAW to assist the Plant Committee with any matter arising out of this agreement. The Company also acknowledges the right of the Union to establish a Bargaining Committee consisting of one (1) Chairperson, one (1) person from each shift and one person (1) from skilled trades, who have served their probationary period plus a representative from the Canadian Auto Workers.

B) The Union Chairperson shall be permitted paid time off the job to handle grievances and other related Union business. The Company will allow paid time off the job in the preparation of grievances, meetings and arbitration hearings. The Union representative shall notify his/her leader before leaving their work.

C) 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 department is granted on the following conditions:

- i) The steward shall obtain the permission of his shift leader before leaving his work which permission shall not be unreasonably withheld.
- ii) 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.
- iii) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

- 5.02 The name and jurisdiction of each of the stewards and the names 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 and jurisdiction of the same.

- 5.03 The Company agrees to provide a list of its supervisory staff to the Union Plant Chairperson. This list will be updated every month by Payroll. Instruction will be provided to these supervisors to cooperate with the stewards to enable them to effectively carry out the terms and requirements of this Agreement.

- 5.04 The Union undertakes to secure from its officers, stewards and members their cooperation with the Company and with all persons representing the Company to enable them to effectively carry out the terms and requirements of this Agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

- 6.01 A “grievance” shall mean a complaint or claim concerning discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this agreement. Grievances properly arising under this agreement shall be adjusted and settled as follows: The employee or his/her Union representative shall discuss the complaint with the employee’s immediate supervisor. If the complaint is not satisfactorily settled at this step, then the grievance may proceed to Step One (1).

Step One (1) - The employee and his/her Union representative shall discuss the complaint with the Shift Leader. The Shift Leader shall have four (4) scheduled working days from the date of being informed to attempt to resolve the matter. A written response will be given to the Union representative. If the complaint is not satisfactorily settled at this step, then the grievance may proceed to Step Two (2).

Step Two (2) - The Union representative shall present the written grievance to Human Resources within four (4) scheduled working days of receiving the written response at Step One (1). Within four (4) scheduled working days, the Company will render a decision to the Union representative, noting their conclusion in writing.

Step Three (3) - If no agreement is made at Step Two (2), then within six (6) working days, a meeting will be held between the Plant Manager and the Chairperson or their designates. The Union representative and the Management person involved shall partake in this meeting at the request of either party. The grievor will be entitled to attend; however he/she shall be represented by the Union. If no agreement is made within six (6) working days, the grievance may be referred by either party in writing to the Board of Arbitration as provided in Article VII below at any time within twenty-one (21) days thereafter but no later.

- 6.02 The above time limits may be extended by mutual consent between the Company and the Union.
- 6.03 No grievance shall be considered where the circumstances giving rise to it were known or ought to be known by the grievor for more than five (5) working days.

ARTICLE VII – ARBITRATION

- 7.01 Both parties to this agreement agree that any dispute or grievance concerning the interpretation or application or administration or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined

in Article VI above, and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.

- 7.02 The grieving party may request the assistance of a grievance settlement officer.
- 7.03 Failing a satisfactory settlement of a grievance at step 3 of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. Such notification must be made in writing within twenty-one (21) days.
- 7.04 The Board of Arbitration shall consist of a single arbitrator designated by the Employer and the Union who shall act as the Board of Arbitration.
- 7.05 Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the matter shall be referred to the Ministry of Labour, who shall appoint the Arbitrator. No person involved directly in the controversy under consideration shall be an arbitrator.
- 7.06 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.
- 7.07 The findings and decisions of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.
- 7.08 The Company and the Union shall share the expense of the Arbitrator equally
- 7.09 The above time limits may be extended by mutual consent of the Company and the Union in writing.

ARTICLE VIII – MANAGEMENT GRIEVANCES

- 8.01 It is understood and agreed that the management may lodge a complaint, with the Plant Committee, with respect to the conduct of the Union, its officers or stewards. No grievance shall be considered where the circumstances giving rise to it were known or ought to be known by the Company for more than five (5) working days. It is agreed that if such a complaint by the management is not settled to the mutual satisfaction of both parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee.

ARTICLE IX – DISCIPLINE & DISCHARGE CASES

- 9.01 A Union representative will be present during all warnings regarding disciplinary actions. 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 will be advised to have his/her Union representative present, and the interview will not proceed until the Union representative is present.
- 9.02 No disciplinary action shall remain against an employee's record for a period longer than three (3) months of active employment from the date of assessment for a verbal or written warning, and six (6) months of active employment for the suspension of an employee.
- 9.03 Discipline is defined as a warning, suspension or termination of an employee. A copy must be given to the Union representative.
- 9.04 Any type of discipline assessed will be received by the employee concerned within six working days of the company having knowledge of the incident.
- 9.05 The Company agrees to conduct an investigation prior to the discharge of any employee that must include an interview of the employee. At the time of the interview, the employee shall have a Union representative present. The 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 with pay pending completion of the investigation. The length of the suspension during the investigation is not to exceed six (6) working shifts.
- 9.06 When an employee has been dismissed, he/she shall have the right to interview a Union representative for a reasonable period of time before leaving the plant premises.
- 9.07 The above time limits may be extended by mutual consent of the Company and the Union.

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 the 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 a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided for in Article VI above.

ARTICLE XI – WAGES

11.01 During the terms of this agreement, the Company and the Union agree that all wages will be paid weekly in accordance with the wage rates set forth in Schedule A hereto which is hereby made a part of this agreement.

ARTICLE XII – VACATION WITH PAY

12.01 A) All employees who have achieved the following years of continuous service prior to December 31st in the previous calendar year will be entitled to vacation with pay as indicated below:

Years of Service	Vacation Entitlement	Vacation Pay
1 – 4	2 weeks	the greater of 2 weeks pay or 4%
5 – 9	3 weeks	the greater of 3 weeks pay or 6%
10 or more	4 weeks	the greater of 4 weeks pay or 8%

B) Employees with less than one year of service will be entitled to 4 % vacation pay.

C) Employees who are hired during the year will receive point eight three (0.83) shifts for each month worked in the calendar year. This entitlement will be rounded up to the nearest whole day.

D) For the purposes of this article, one week of vacation entitlement means five (5) scheduled working shifts.

E) A week’s vacation pay is equivalent to 44 hours at regular rate.

12.02 A) The vacation period at Brantford is from January 1st until December 31st and vacation entitlement must be taken during that time. Carry over of vacation time will be permitted as follows:

Years of Service	Carry Over Weeks
3	1
5	2
10	3
15	4

B) Written verification for carry over requests must be on record in Payroll by December 31. Failure to use the carried over vacation in the next year results in its forfeiture.

12.03 Each year one week of vacation entitlement will be allocated for a potential plant shutdown period. The Company agrees to post the annual shutdown period on or before March 31st of each year.

- 12.04 Vacation entitlement outside a plant shutdown period will be allotted using vacation applications, which will be submitted by April 15th of each year. Preference for vacation allotments will be given in order of seniority and by department if the request was received by April 15th.
- 12.06 Unless otherwise mutually agreed, employees who do not apply for their vacation preferences prior to April 15th or wish to change their allotment after that date shall be required to take their vacation at a time to be prescribed by the Company.
- 12.07 Vacation pay will be issued in daily increments, if the request is submitted to Payroll two weeks in advance by the employee.
- 12.08 Work during the annual plant shutdown period will be posted by department. This work will be allocated to the senior employee with the required skill and ability to perform the work.
- 12.09 In the event the shutdown period is cancelled, the reserved vacation entitlement will be allocated by mutual agreement between the Shift Leader and the employee. Preference will be given on the basis of seniority by department.

ARTICLE XIII – HOURS OF WORK AND OVERTIME

- 13.01 The following paragraphs and sections are intended to define the normal hours of work. Prior to any changes there must be mutual agreement between Management and the Union.

The current standard work week is as follows:

Continental Shifts Day shift begins at 6:00 a.m., ends at 6:00 p.m.
 Night shift begins at 6:00 p.m., ends at 6:00 a.m.

Regular Shifts Day shift begins at 7:00 a.m., ends at 3:00 p.m.
 Afternoon shift begins at 3:00 p.m., ends at 11:00 p.m.
 Night shift begins at 11:00 p.m., ends at 7:00 a.m.

Regular Shifts Day shifts - Forty (40) hours per week consisting of five (5) shifts at eight (8) hours per shift, Monday to Friday
 Afternoon shifts - Forty (40) hours per week consisting of five (5) shifts at eight (8) hours per shift, Sunday to Thursday
 Night shifts - Forty (40) hours per week consisting of five (5) shifts at eight (8) hours per shift, Sunday to Thursday

- 13.02 All overtime opportunities (planned and unplanned) will be posted on a central board for all departments. All postings will be posted for 6 days (Wednesday to Monday) and will

be taken down on the Tuesday previous to the week to which they pertain. Employees must sign the posting in a legible manner in order to be considered for overtime.

- 13.03 Employees who sign an overtime posting shall be given the opportunity for the overtime in order of seniority providing the employee has the skills and ability to do the work posted.
- 13.04 If an employee is telephoned for an overtime posting, the date and time will be documented. In the case of the employee not answering, reaching an answering machine, or the employee stating they do not wish to work, the employee shall be entitled to no further notification for that particular posting.
- 13.05 In the event there are not enough employees identified to perform the required work, the Union and Management will work together to resolve this situation and ensure the operating requirements are met.
- 13.06 Employees on a disciplinary suspension or suspended with pay pending an investigation are not eligible to work overtime.
- 13.07 If a team member is called in on an emergency on their off shift, the employee will be paid a minimum of one hundred dollars (\$100) for the call in. The individual following the emergency work will have an option to work a minimum of 4 hours total.

ARTICLE XIV – STATUTORY HOLIDAYS PLUS FLOATING HOLIDAYS

- 14.01 The Company recognizes the nine statutory holidays (New Years Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day) and will pay 12 hours at regular rate for statutory holidays on an employee's scheduled working day. In the first year of this agreement, eight (8) hours will be paid for statutory holidays on an employee's non-scheduled working day. In the second and third years of this agreement, twelve (12) hours will be paid for statutory holidays on an employee's non-scheduled working day. The Company also agrees to five (5) personal floating holidays to be allocated as per the scheduling procedure in Article 12.
- 14.02 Where a statutory holiday for an employee falls on a regularly scheduled shift during their vacation period, the holiday shall not be counted as a day of vacation. This vacation day may be used at a time that is mutually agreed upon between the Shift Leader and the employee.
- 14.03 If an employee works one of the above-named paid statutory holidays he will receive payment at one and one-half times his regular rate for the hours actually worked.
- 14.04 Employees with less than three months seniority are not eligible to receive holiday pay.

ARTICLE XV – SENIORITY

- 15.01 An employee shall be considered probationary for the first 120 calendar days of active employment from their date of hire, and will have no seniority rights during that period. In the event of a layoff, probationary employees will retain any time accumulated prior to the layoff towards their probationary period. Date of hire, date of application and last three (3) digits of their SIN in ascending order will determine seniority for new employees with the same start date.
- 15.02 Seniority referred to in this agreement shall mean length of continuous service in the bargaining unit (subject to 15.05) on a plant wide basis. Seniority lists are to be revised and posted every month if changes have been made. A copy will be given to the Local Plant Chairperson.
- 15.03 Seniority rights and employment shall cease for any of the following reasons:
- A) If an employee voluntarily quits the employ of the Company.
 - B) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
 - C) If an employee has been on layoff for a continuous period of eighteen (18) months.
 - D) If an employee has been on layoff for a continuous period of less than eighteen (18) months and who, when notified by registered mail addressed to the last address he/she had recorded with the Company fails to report for work in accordance with the notice of recall or within seven (7) working days after registered mailing date of such notice, whichever is later.
 - E) If an employee fails to return to work immediately after the expiration of a leave of absence unless prevented from doing so by illness or other cause, which is reasonable in the opinion of the Company and the Union.
 - F) Is absent from work more than two (2) consecutive working days unless absent due to verifiable illness or unless, in the opinion of the Company and the Union, there was reasonable justification for such absence.
- 15.04 An employee shall accumulate seniority:
- A) While he/she is at work for the Company, or on layoff not exceeding eighteen (18) months, after he/she has completed his/her probationary period as set out in 15.01.
 - B) During a written leave of absence of four (4) weeks or less.

C) All leaves of absence longer than four (4) weeks will be discussed with the Local Union Plant Chairperson or his/her designate and will retain and not accumulate seniority.

15.05 A) 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. This term may be extended by mutual agreement between the Company and the Plant Committee.

B) An employee who is elected to Public Office shall be granted an unpaid leave of absence without loss of seniority as required by the term of Public Office. The Company recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Company shall allow an unpaid leave of absence so that the employee may be a candidate in federal, provincial or municipal elections.

15.06 A) 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 will continue to accumulate seniority during the period of the leave. This term may be extended upon mutual agreement between the Company and the Plant Committee.

B) A leave of absence for Union business will be granted providing it does not affect the operations of the plant. The Company reserves the right to limit these leaves of absence to four (4) people off at one time to maintain full plant operations, but will not withhold permission unreasonably.

ARTICLE XVI – LEAVE OF ABSENCE AND SICKNESS AND ACCIDENT

16.01 In the event that an employee is involved in a compensable injury at work and is required to leave his/her job for initial treatment, he/she shall receive payment at his/her regular rate of pay for the time lost taking such treatment.

16.02 The Company shall grant a leave of absence without pay and without loss of seniority, (as set out in 15.03) to any employee requesting such leave for good and sufficient reason in the opinion of the Company and the Union. All such requests are to be submitted in writing to Human Resources.

16.03 Any employee's return to work after sick leave will be conditional on his supplying a certificate from a physician that he is fully capable of performing the job in which he was employed prior to his illness.

ARTICLE XVII – BEREAVEMENT

17.01 In the event of bereavement or death of the spouse, common-law spouse, same sex spouse, same sex common-law spouse, child, mother or father, sister or brother, father-in-law or mother-in-law, step mother or step father, step sister or step brother, grandparents or grandchildren, of any employee and employee's current spouse, common-law spouse, same sex spouse, same sex common-law 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 two (2) additional paid days will be allowed in the event of a spouse, child or parent bereavement when approved by Human Resources and the Union. Such absence will not be held against an employee for absenteeism. Employee assistance counseling (EAP) will be available upon request.

ARTICLE XXVIII – SAFETY AND HEALTH

- 18.01 Employees whose safety shoes/boots are damaged beyond repair through occupational wear will have their shoes/boots replaced by the Company.
- 18.02 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 Steward and the supervisor. The supervisor shall try to find an acceptable solution to this problem that satisfies both the employee's personal health and sickness problems and the Company's production problems.
- 18.03 No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received safety training and instruction.
- 18.04 The Company will make all reasonable provisions for the Health and Safety of all employees during working hours. Approved protective devices, wearing apparel safety glasses, including prescription shall be provided by the employer. The Company will provide adequate washroom facilities along with sufficient locker space for all employees. The Company and the Union will cooperate in a monthly inspection of the plant made by the Joint Health and Safety Committee and such others as may be required to make recommendations to eliminate unsafe conditions and unsafe acts. Prior to each inspection tour, the Joint Health and Safety Committee shall meet to review the findings and actions taken on the previous inspection.
- 18.05 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 shall provide the Company with reasonable notice prior to the visit.
- 18.06 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.

- 18.07 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 other work in the plant. Reassignment to another position within the plant will not be considered as disciplinary action.
- 18.08 Winter clothing (parkas and winter boots) will be provided for employees when they are required to work outside.
- 18.09 The Company agrees to allow all employees to cease work for one minute of silence out of respect on April twenty-eighth (28th) of each year for the National Day of Mourning, out of respect for worker s killed or injured on the job.
- 18.10 The Company agrees to maintain for the life of this collective agreement the current standards as laid out in the Occupational Health and Safety Act (1995) in effect as of the date of ratification of this agreement pertaining to:
- A) Disclosure of Information (s. 25, 26 of the O.H.S.A.)
 - B) Right to Accompany Inspectors (s. 54 of the O.H.S.A.)
 - C) Company Duties (s. 25 of the O.H.S.A.)
 - D) Joint Health and Safety Committee (s. 9 of the O.H.S.A.)

ARTICLE XIX – RULES AND REGULATIONS

- 19.01 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 XX – LAYOFF AND RECALL

- 20.01 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 employees concerned have the required skill and ability to do the work required.
- 20.02 In the event of a dispute regarding an employee's ability to perform the available work, such employee will be given a five (5) working day trial for the purpose of determining their ability.
- 20.03 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, Act of God, fire, flood, power failure or like cause beyond the control of the Company.

- 20.04 Because of their position in the Union, the Chairperson (and any additional stewards, if required) shall have senior seniority in the plant for the purpose of layoff only and provided they have the required skill and ability to do the work.
- 20.05 Employees who have been laid off in accordance with the above provisions shall be returned to work in line of seniority in which they were laid off provided they have the skill and ability to do the available work.
- 20.06 The Company will provide the Union Chairperson with a list of employees to be laid off or recalled, and any cancellation of such notices.

ARTICLE XXI – TERMINATION

- 21.01 This agreement will remain in force for a period of thirty-six (36) months 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.

ARTICLE XXII – GENERAL

- 22.01 Where monthly Corporate Union-Management meetings occur during this agreement, the wages of those members of the bargaining unit, who are absent from their work place and attend the meeting shall be paid their normal hourly rate.
- 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, or is subpoenaed as a witness, the Company will pay such employee the amount which the employee would have earned had the employee worked his/her regular scheduled shift in the Plant for the time spent in court. The employee must produce written confirmation from the Court Officer 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 court service.
- 22.03 The Company will provide training for selected employees in CPR and First Aid applications. All employees taking this training shall be paid at their regular rate of pay. The training shall be held on shift where possible.
- 22.04 The Company agrees to acquaint new employees with the fact that a collective agreement is in effect and the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Union representative. The employee's immediate supervisor shall introduce him/her to his/her Union representative who shall provide the employee with a copy of the Collective Agreement. The Company agrees that a Union representative will be

given an opportunity to participate in the Westcast Industries New Employee Orientation program for the purposes 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.

- 22.05 The Company agrees to provide a union office furnished with the following: one (1) desk, one (1) file cabinet, one (1) on line computer, one (1) bookcase, and one (1) telephone, and one (1) printer.
- 22.06 When time off from a regular scheduled shift is needed to accommodate work related meetings or training (i.e. person on nights needs to leave early to rest for meeting or training the next day), the employee shall be paid:
- A) A maximum of twelve (12) hours pay for the time worked and the time spent attending the meeting if they total less than 12 hours.
 - B) If the time worked and the time of the meeting exceed twelve (12) hours, the employee should be compensated for the total time.
 - C) Overtime for the scheduled meeting or training on the off shift if the hours of work exceed 40 in a week.
- 22.07 The Company recognizes the Union Plant Chairperson as a day-shift employee. The Plant Chairperson will function on a plant-wide basis, and will be the in-plant Union representative with whom regular communication from the Company will occur.
- 22.08 The Company will provide a copy of the current Collective Agreement in booklet form to all employees within two (2) months ratification of the Collective Agreement.
- 22.09 The rights, benefits, terms or conditions of employment as set out as employment standards in the Employment Standards Act and Regulations made thereunder as they existed on September 1, 1998, as the same relates to the Union, the Company and/or it's employees, shall be minimum requirements incorporated within the Agreement, however, where the Agreement provides higher remuneration in money or greater right, benefit, term or condition of employment in favor of an employee/employees with respect to a particular standard, the Agreement shall prevail.

ARTICLE XXIII – JOB POSTING

- 23.01 Permanent job vacancies and postings lasting more than 6 months will be posted plant wide for a period of five (5) calendar days, together with a description of the job and the rate of pay. Postings between three (3) and six (6) months will be posted shift wide only. Openings expected to last less than three (3) months will be filled at the discretion of the Shift Leader.
- 23.02 In the application of 23.01, seniority shall govern, provided the employee or employees concerned have the required skill and ability, and performance record to do the work. Performance record means not being on a written warning or higher.

- 23.03 Unless specified on the job posting, any employee awarded and accepting a job pursuant to this Article, will not be entitled to bid on another job for a period of 12 months from the date of the posting being awarded. Employees who are offered a position and decline will not be entitled to bid on another job for a period of six (6) months.
- 23.04 Employees will not be considered for a job that is posted until they have completed their probationary period.
- 23.05 There will be a two (2) week trial period and anytime within the two (2) weeks:
i) the employee may decline the position or
ii) the Company may deem the employee as not having the requisite skill and ability to perform the job.
In the case of either 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. The two (2) week trial period may be extended if mutually agreed upon by both the Company and the Union.
- 23.06 Employees temporarily transferred at their request to a lower rated position will be paid at the lower rate.
- 23.07 Employees temporarily transferred by the Company will not have their pay reduced.

ARTICLE XXIV – CONFIDENTIALITY OF HEALTH RECORDS

- 24.01 The parties to this agreement recognize the importance of confidentiality of health information and of access of employees to their own health information. Therefore, the Union and the Company representation that have access to this information will ensure its confidentiality. This does not preclude either party from using the services of a WSIB, medical or legal professional.

ARTICLE XXV – PAID EDUCATION LEAVE

- 25.01 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 skill 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 and sent by the Company to the following address:
CAW CANADA
205 PLACER COURT
WILLOWDALE, ONTARIO
M2H 3H9

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 the Union.

ARTICLE XXVI- MATERNITY, ADOPTION AND PARENTAL LEAVE

- 26.01 The Company agrees to provide the above leaves of absence in accordance with current legislation, which will be posted on the employee bulletin board.
- 26.02 Benefit coverage shall be maintained for eligible employees while on maternity, adoption or parental leave in accordance with the provisions of the Employment Standards Act as amended from time to time as of the date of ratification.
- 26.03 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.
- 26.04 The Company agrees to provide benefit coverage, for the period of the leave of absence for up to a maximum of fifty-two (52) weeks.

ARTICLE XXVII - WORK PLACE HARASSMENT

- 27.01 During the current negotiations the parties discussed the concern 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 (i.e. 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 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 utilised by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

The Harassment policy will be posted on 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. This committee will complete a two day CAW approved harassment training course paid for by the Company and be responsible for recommending appropriate training for plant personnel on this subject.

- 27.02 The Company and the Union agree that there will be no discrimination, interference, restraint or 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, age, sexual orientation, disability 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.
- 27.03 The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.
- 27.04 The workplace is defined as any Company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.
- 27.05 Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:
1. unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
 2. practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment,
 3. posting or circulation of offensive photos or visual materials,
 4. refusal to work or converse with an employee because of their racial background or gender,
 5. unwanted physical conduct such as touching, patting, pinching, etc.,
 6. condescension or paternalism which undermines self respect,
 7. backlash or retaliation for the lodging of a complaint or participation in an investigation.
- 27.06 Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.
- 27.07 A) If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may

be taken to put a stop to it. First, request a stop of the unwanted behavior. Inform the individual that is doing the harassing or the discrimination against you that the behavior is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

B) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their supervisor or others. The incident should be brought to the attention of your Supervisor and/or Union representative.

27.08 A) Upon receipt of the complaint, the Supervisor/Union representative person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to the Human Resource Leader and the Plant Chairperson.

B) The Plant Chairperson and the Human Resources Leader will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

C) A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

27.09 A) The joint investigators will then complete the report on the findings of the investigation and a copy of the completed incident Report will be forwarded to the Human Resource Leader and the Plant Chairperson who will make a determination on an appropriate resolution. The Human Resource Leader and the Plant Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

B) At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

C) The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

27.10 A) A bargaining unit employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for that employee to leave the job.

B) Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above, be developed by the CAW and the Company, and will be implemented as a part of this procedure.

C) The procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the CAW and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.

ARTICLE XXVIII – PLANT STUDENT POLICY

28.01 Students will be classified as full-time students from May 1st to September 1st.

28.02 The Company agrees to review the student rate annually and will discuss the results with the Plant Committee.

28.03 No overtime outside of regular shift hours will be offered to students unless all Union employees have been offered the opportunity to work first.

28.04 Any student working in excess of twenty-four (24) hours per week will be subject to paying Union dues.

28.05 Students will not work any statutory holidays until all Union employees have been offered the opportunity to work first.

28.06 Students will not make up more than thirty (30) percent of the workforce.

28.07 No students will work any hours while Union employees are on layoff.

ARTICLE XXIX – PLANT RETIREES

29.01 Retirees will be paid at the rate of the classification at which they are working.

29.02 No overtime will be offered to retirees unless all Union employees have been offered the opportunity to work first.

29.03 Any retiree working in excess of twenty-four (24) hours per week will be subject to paying Union dues.

ARTICLE XXX – SKILLED TRADES

30.01 Apprenticeship Program

Qualifications:

- 1) Minimum of Grade ten (10) education or equivalent. (See Human Resources for more information about equivalencies).
- 2) Not a present Wescast skilled trades person or Wescast apprentice in any trade.
- 3) Good work, safety and performance record. A good work, safety and performance record means not being on a written warning or higher.

Selection Process

- 1) 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 one (1) week prior to the testing. A pre-determined number of candidates shall proceed to the next level of testing.
- 2) 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 by using seniority.

Training

- 1) Wescast Industries will pay the cost (tuition and books) of all required training.
- 2) 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.
- 3) 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 providing adequate numbers of trained maintenance workers are available to ensure the safe and effective operation of the plant. Conversely, apprentice cancellations of school release will be permitted only in severe hardship cases.

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

- (i) Hourly wages shall be paid for in-class instruction time only during Block Release sections of the Apprenticeship. Travel time shall not be included.
- (ii) The Apprenticeship Program is a four (4) phase program. Wages shall be based on the following:
 - (a) The differential between production and skilled trades wage rates shall be calculated using the current rate in the Wescast Brantford Collective Agreement.
 - (b) 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.

NOTE -

- 1) This agreement does not override the indentured apprenticeship agreement between Wescast Industries, the Ministry of Colleges and Universities and the apprentice.
- 2) Any Government assistance provided to the apprentice shall be deducted from the employee's wages.

Apprenticeship Rate Policy

Apprenticeship rate starts at present production rate as per the Collective Agreement.

First Increase = Production Rate + one quarter (1/4) of the difference between production and trade rate.

- a) First block of trade schooling successfully completed and a
- b) Minimum of one thousand (1,000) hours of hands-on training experience, and a
- c) Minimum of twenty-five percent (25%) of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off.

Second Increase = Production Rate + one half (1/2) of the difference between production and trade rate.

- a) Second block of trade schooling successfully completed, and a

- b) Minimum of three thousand (3,000) hours of hands-on training experience, and a
- c) Minimum of forty percent (40%) of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off.

Third Increase = Production Rate + three quarters (3/4) of the difference between production and trade rate.

- a) Third block of trade schooling successfully completed, and a
- b) Minimum of six thousand (6,000) hours of hands-on training experience, and a
- c) Minimum of sixty percent (60%) of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off.

Fourth Increase = To trade rate.

- a) Seventy five percent (75%) of defined tasks as per check sheet of Apprenticeship Training Standards to be signed off, and the
- b) 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
- c) Apprenticeship Completion Form signed off by the Ministry of Training and Education and Wescast Industries Inc., and
- d) Successfully pass the trade test.

Apprenticeship Progress Review

Each apprentice will be interviewed after the completion of each block of trade schooling. 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 or general ability to learn, the Company and Union will review continuing the apprenticeship. If the apprentice is deemed unfit, he/she will be returned to former position and rate of pay.

30.02 Employees presently enrolled in a Wescast apprenticeship will continue to be covered by the Apprenticeship Policy in place before the ratification of this agreement.

30.03 This Tool Policy applies to all qualifying trades-persons. Qualifying trades-persons are licensed as an electrician, industrial maintenance mechanic, millwright, machinist or an apprentice in one of the above trades.

A) The Company expects the trades-person to supply the tools required to do the work in the trade. The Company will supply specialty tools required by the uniqueness of the foundry or machines used in our foundry process.

B) The Company expects registered apprentices to purchase the tools required of the trades-person in their trade as they progress through their apprenticeship. The existing tool Loan Policy will continue.

C) i) The Company will provide each qualifying trades-person with an annual tool

allowance. This annual allowance will be equivalent to fifty (50) times the average hourly wage of the maintenance department hourly employees to a maximum of \$1,050, as calculated each year at budget preparation time.

ii) This allowance is available on January 1st each year. Each qualifying trades-person's allowance will be the percentage of the past year the trades-person was employed with the Company. The unused portion of the allowance remaining at the end of the year cannot be carried forward to the next year.

D. The Company will pay to repair or replace trades-persons personal tools damaged or broken on the job.

- 30.04 A) The Company can assist apprentices and trades-persons with the purchase of the required tools. The cost of the tools purchased by the Company on behalf of the apprentice or trades-person will be covered through payroll deduction.
- B) The maximum tool loan a person may have shall not exceed five thousand dollars (\$5,000) at any point in time.
- C) The maximum repayment period for the maximum loan shall not exceed two (2) years (104 weekly pay periods).
- D) Should a person who has any part of a tool loan outstanding leave Wescast Industries Inc., the outstanding portion of the loan becomes due and payable.
- E) Each person employed in a trade (trades-person or apprentice) will provide the Company with an up-to-date inventory of the tools normally stored on Company property. This inventory is to provide the Company's insurer with background data in case of major loss or theft while the tools are on Company property.
- 30.05 Production workers will not carry seniority into skilled trades classifications, nor will skilled trades workers exercise seniority into production or non-production groups.
- 30.06 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 CAW Local 397.
- 30.07 Any skilled trades employee who holds an electrical and millwright ticket shall receive one dollar (\$1.00) per hour above his/her normal rate of pay. Any skilled trades employee will receive an additional four (4) to eight (8) hours pay per week for performing any tasks above their regular maintenance duties as per the current practice.

30.08 While it is recognized from time to time that a maintenance employee may be required to do production work, it will not become an accepted practice and will only be permitted on a temporary basis. The ratio of apprentices to trades-people will not exceed 1:8.

ARTICLE XXXI – EMPLOYEE ASSISTANCE PLAN

31.01 The Company and the 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. To help achieve this goal, the Company and the Union will form a joint E.A.P. Committee to assist in the promotion of a full and healthy lifestyle through employee assistance programs. The Union agrees to provide in kind support for this joint committee.

SCHEDULE A – WAGES

	September 1, 1998	September 1, 1999	September 1, 2000
Production	\$18.50	\$18.75	\$19.00
Skilled trades*	\$23.50	\$23.75	\$24.00

* A skilled trade refers to licensed millwright mechanic or electrician or other licensed trade.

Night Shift Premium - \$0.80 per hour for all employees working on a shift other than the day shift.

Probationary employees (production and skilled trades) hired following the ratification of this collective agreement will be paid at 80 % of the full rate for their classification.

In the event of a change in the present continental work shift, employees will receive \$1.00 less than the above rates.

Schedule B - Benefits

The Company pays 100% of the premium costs of an Extended Health Care Program and Dental Program as per the current Wingham Machining Collective Agreement. The dental plan becomes effective after one year of service.

The Company also pays premiums for benefits that include Accidental Death and Dismemberment and Life Insurance as follows:

Year #1 - \$35,000.00

Year #2 - \$40,000.00

Year #3 - \$40,000.00

If an employee is laid off the Company agrees to pay the premium cost of AD&D and Life Insurance for a period of six months. If the individual wishes to continue other benefits for this period where the premiums are shared, the individual must remit their portion of the premium to the Payroll department monthly (this refers to Pension Program).

The Company agrees to pay up to a maximum of two hundred fifty dollars (\$250.00) per twelve (12) month period toward the cost of prescription safety glasses. Employees will be allowed to purchase prescription safety glasses from the Optometrist of their choice, provided the glasses meet all the required approvals and conform to the C.S.A. Standard No. Z 195-1970, and the Company's requirements.

All active employees who are employed by the Company will be provided with one (1) pair of safety shoes/boots per year not to exceed two hundred fifty dollars (\$250.00) each twelve (12) months from the recorded date of last purchase.

PENSION

The Employee and the Company will pay into a defined contribution plan using the schedule providing the employee has attained 2 years of service.

Employee Contribution	Company Contribution	Total Contribution
September 1, 1998		
1% mandatory	1%	2%
1% mandatory + 1% optional	2%	4%
1% mandatory + 2% optional	5%	8%
1% mandatory + 3% optional	6%	10%
September 1, 1999		
1% mandatory + 3.5% optional	6.5%	11%
September 1, 2000		
1% mandatory + 4% optional	7%	12%

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 Consumer Price Index, published by Statistics Canada (1992=100), and hereinafter referred to as the CPI.

The "Average CPI" is defined to be the average CPI for the 3 months prior to the measurement point. For example, the Average CPI at June 1998 is the average of the CPI and the end of March 1998 (108.8), April (108.5) and May (108.9) or 108.73.

Cost of Living adjustments will be made upward quarterly as indicated in the CPI, but in no event will a decline in the CPI 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:

EFFECTIVE DATE OF COST OF LIVING ADJUSTMENT EACH YEAR	BASED ON THE CPI PUBLISHED FOR
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 2000
April 2, 2001 (for April 1, 2001)	March 2001
July 2, 2001 (for July 1, 2001)	June 2001

At each quarter measuring 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 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 rate adjustments.

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

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 time-line 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 Contractors 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 in Local 397 bargaining unit 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.

When additions are made, preference to existing bargaining unit members will be made where they have the required skill and ability to do the work.

LETTER OF UNDERSTANDING

SKILLED TRADES TRAINING

When new equipment or technology is introduced at the Foundry, the Company will work with Maintenance employees to determine what training is appropriate and when the training will be provided and by whom.

LETTER OF UNDERSTANDING

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 minimising 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.

Benefit Summary – Effective September 1, 1998

Benefit	Coverage Year 1	Coverage Year 2	Coverage Year 3	Employer Premium Cost	Employee Premium Cost
<u>Employee Life Insurance</u> - Employee is eligible for benefit after 3 months	\$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
<u>Employee Accidental Death and Dismemberment and Specific Loss (Principal Sum)</u> (Underwritten by American Home Assurance Co.) - Employee is eligible for benefit after 3 months	\$35,000	\$40,000	\$40,000	100%	Nil
<u>Dependent Life Insurance</u> - Employee is eligible for benefit after 3 months	\$2,500	\$5,000	\$5,000	100%	Nil
<u>Semi-Private Hospital</u> - Employee is eligible for benefit after 3 months	Semi-Private room 100% reimbursement			Nil	100%
<u>Benefit Coverage</u> Laid Off Employee Wage Loss Replacement WSIB (WCB)	6 months 66 2/3% (removed reference to UIC max.), 24 working hours waiting period, 6 month benefit period Duration of injury			100% (except Semi-Private Hospital Coverage)	Nil

<p><u>Healthcare</u></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>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 & 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>	<p>100%</p>	<p>Nil</p>
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<p><u>Healthcare Continued</u> Global Medical Assistance Expenses (GMA) Out of Country Emergency Care Expenses Lifetime Healthcare Maximum</p> <p>- Employee is eligible for benefit after 3 months</p>	<p>Included Included Unlimited</p>	<p>100%</p>	<p>Nil</p>									
<p>Dental Care 1. Basic/Preventative) Payment Basis</p> <p>Reimbursement Levels Accidental Dental Injury Expenses All other expenses</p> <p>Plan Maximum Note: No maximum is applied to accidental dental injury coverage</p> <p><u>2. Orthodontics</u></p> <p>- Employee is eligible for benefit after 12 months</p>	<p>The dental fee guide is in effect in your province of residence in the year prior to the date the expense is incurred</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-right: 1px solid black; padding: 5px;"><u>Year 1</u></td> <td style="border-right: 1px solid black; padding: 5px;"><u>Year 2</u></td> <td style="padding: 5px;"><u>Year 3</u></td> </tr> <tr> <td style="border-right: 1px solid black; padding: 5px;">100%</td> <td style="border-right: 1px solid black; padding: 5px;">100%</td> <td style="padding: 5px;">100%</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 5px;">85%</td> <td style="border-right: 1px solid black; padding: 5px;">90%</td> <td style="padding: 5px;">95%</td> </tr> </table> <p>\$1000 each calendar year</p> <p>\$1000 lifetime at 50% reimbursement per dependent</p>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	100%	100%	100%	85%	90%	95%	<p>100%</p>	<p>Nil</p>
<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>										
100%	100%	100%										
85%	90%	95%										