

COLLECTIVE
AGREEMENT

Between

Westinghouse Railway (Canada) Ltd.

and

National Automobile, Aerospace, Transportation
and General Workers Union of Canada (CAW-Canada)

LOCAL 558

April 23, 1998 - April 22, 2001
STONE CREEK, ONTARIO

INDEX

Article	Title	Page
	GENERAL PURPOSE	
1	RECOGNITION AND SCOPE	
2	RELATIONSHIP	
3	MANAGEMENT RIGHTS	
4	REPORTING FOR WORK	
5	WORKING CONDITIONS	
6	HOURS OF WORK AND OVERTIME	
7	SPECIFIED HOLIDAYS	
8	VACATIONS WITH PAY	
9	WAGES	
10	SHIFT BONUS	
11	APPRENTICES	
12	TECHNOLOGICAL CHANGE	
13	SENIORITY	
14	PROBATIONARY EMPLOYEES	
15	LEAVE OF ABSENCE	
16	DISCHARGE AND SUSPENSION GRIEVANCE	
17	STEWARDS	
18	GRIEVANCES	
19	ARBITRATION	
20	NATIONAL SECURITY	
21	SERVICE JOBS OUTSIDE THE STONEY CREEK AREA	
22	CHECK-OFF	
23	REPRESENTATIVES	
24	INFORMATION TO THE UNION	
25	NOTICES	
26	JURY DUTY & SUBPOENA'D WITNESS	
27	BEREAVEMENT PAY	
28	RECOGNITION OF SENIORITY	
29	DURATION AND TERMINATION	
30	COST OF LIVING	
31	JOB NOTIFICATION	
	APPENDIX "A"	

AGREEMENT effective as of the 23rd day of April, 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its Plant in Stoney
Creek, Ontario

(hereinafter called the "Company")

and

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada)

and its

Local 558

(hereinafter called the "Union")

GENERAL PURPOSE

The general purpose of this Agreement between the Company and the Union is to establish and maintain:

- a) orderly collective bargaining relations;
- b) a procedure for the prompt and equitable handling of grievances;
- c) satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

In interpreting this Agreement or its supplements unless the feminine pronoun is used the masculine pronoun shall be deemed to include the feminine.

Article 1
RECOGNITION AND SCOPE

- 1:01 The Company recognizes that the Union is the Collective Bargaining Agent for all of its employees employed on jobs which are at present hourly-rated jobs in the Plant of the Company at Stoney Creek, save and except the office, technical and personnel staff, watchmen, timekeepers, time study personnel, clerical employees and forepersons. It is provided in this connection that no job which is presently hourly rated shall be during the term of this Agreement removed from the bargaining unit.
- 1:02 In the interests of promoting understanding of the Agreement, the Company will supply present and future employees with a copy of this Agreement.
- 1:03 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote amongst its members good workmanship and regular attendance. It is further agreed by the Union that the employees will at all times protect the property of the Company against damage by themselves or others.

Article 2
RELATIONSHIP

- 2:01 a) The Company shall not discriminate against any employee because of such employee's membership in the Union, or his Union activities within the scope of this Agreement.
- b) The Union, or its officers, members or agents, shall not intimidate or coerce any employee or employees into membership in the Union.
- c) It is the policy of the Company and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, colour, creed, age, gender, sexual orientation, national origin, disability, or other such factors as set forth in applicable Human Rights Law.

2:02 During the term of this Agreement the Company agrees that there shall be no lock-out and the Union agrees that there shall be no slowdown, strike, or other work stoppage or interference with work.

2:03 The Union agrees that unless duly authorized:

- a) Union meetings will not be held on Company premises.
- b) No employee or Union official will solicit membership in the Union, collect dues, or engage in any Union activity on Company time, during his working hours, or the working hours of any employees, except as provided for in this Agreement.

Violation by an employee of any of the foregoing provisions shall be cause for discharge or for discipline of such employees by the Company, but such actions are to be subject to the provisions of Article 18.

Article 3
MANAGEMENT RIGHTS

3:01 It is recognized that management of the plant and direction of the working forces are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement.

The exercise of such rights shall include but not be limited to:

- a) The right to hire, assign, increase and/or decrease the working forces, promote, transfer and make temporary layoffs for lack of business and materials.
- b) The determination of: The number and location of plants, the product to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and design of its products, and the control of materials and parts to be incorporated in the products produced.
- c) The making and enforcement of rules and regulations, not inconsistent with this Agreement, relating to discipline, safety, and general conduct of the employees, and to suspend or discharge or otherwise discipline employees for just cause.

3:02 Claims of discriminatory upgrading, demotion or transfer, or a claim that an employee has been suspended or discharged without just cause may be made the subject of a grievance and dealt with as provided in this Agreement.

3:03 To enable the Company to keep its products abreast of scientific advancements the Company may from time to time, without reference to seniority hereinafter set forth, hire, teach, transfer or assign duties to technically-trained men and technical students and deal with them as it deems advisable. This practice, however, shall not adversely affect the employees in the bargaining unit.

3:04 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

Article 4
REPORTING FOR WORK

4:01 When an employee reports for work at the normal starting time of the shift and his regular job is not available, he will receive alternate work or pay equivalent to four hours at his hourly wage rate. This will not apply under the following conditions:

- a) Where the employee has been informed a minimum of five (5) hours in advance of his regular starting time that he is not to report for work.
- b) Where the plant or part of it or its equipment is damaged by fire, lightning, flood or tempest.
- c) Where interruption of work is due to circumstances beyond the Company's reasonable control.
- d) Where the employee is not willing to accept alternate work. Such alternate work must not be of an unreasonable nature by way of safety, dress requirements, physical demands, etc.
- e) When the employee fails to keep the Company informed of his latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report for work. The Company will supply an authorized "Change of Address" card for this purpose, which will be available upon request at the Employee Relations Department.
- f) Where the employee has been informed a minimum of three (3) hours in advance of his regular starting time that he is not to report for work as a result of weather conditions.

4:02 When an employee reports for work at the normal starting time of the shift and his regular job is not available for the full four hours:

- a) If no further work is available he will then be paid at his hourly wage rate for the balance of the four hours not worked.
- b) If alternate work is available then the employee will be assigned to that work and he will receive a minimum of pay equivalent to four hours at his hourly wage rate for the shift.

4:03 An employee is expected to give prior notice when reporting for work following an illness. However, in the event such notice is not given and such absence exceeds one working day, he shall not qualify for work or pay pursuant to Sections 4:01 and 4:02 unless he has informed the Company by no later than 12:00

noon on his normally scheduled work day immediately prior to the day that he will be returning to work. Should such absence exceed five (5) working days, the employee must give the Company two (2) working days' advance notice of return to work.

4:04

Employees who are called in outside of their regularly assigned hours will receive not less than three hours' work or pay at the appropriate premium rate provided under Section 6:03 (b). This shall not apply if such is immediately prior to or succeeding his regular shift, or if a break is requested by the employee. In such cases, Article 6 will apply.

Article 5
WORKING CONDITIONS

5:01 The Company shall continue to make reasonable provision for the safety and health of its employees at the plant during the hours of their employment. The Union will co-operate with the Company in maintaining good working conditions and will assist in assuring observance of safety rules.

5:02 The Company welcomes from the Union, its members, or any employee, suggestions regarding safety and health.

Article 6
HOURS OF WORK AND OVERTIME

6:01 The normal hours of work shall be 40 hours per week consisting of five eight-hour days, Monday to Friday inclusive. The normal hours of work for the purposes of a weekend work schedule shall be two twelve-hour shifts during Saturday and Sunday. For the purpose of the weekend work schedule, the weekend shall be deemed to begin at 11 p.m. Friday and shall end at 11 p.m. Sunday. This is not to be read or construed as a guarantee to provide work for any period whatsoever.

6:02 Hours of work in excess of 8 hours per day, Monday to Friday inclusive, and hours of work on Saturday and Sunday, will be treated as overtime hours and will be paid for at a premium rate as provided under Section 6:03 (b) below, except that when employees change shifts at their own request, they shall not be entitled to such premium rate by reason of the fact that they have worked two eight-hour shifts in the 24-hour day.

6:03 a) In computing daily overtime hours, a day shall be the twenty-four hour period following the regular starting time of the shift on which the employee is working except that the provisions of the Article shall not apply so that hours paid at a premium rate for work performed on an employee's second day following his regular work week entitle him to a premium rate for any hours worked as part of his normal hours of work.

b) Overtime hours worked will be paid for at a premium rate calculated on the basis of one and one-half times an employee's hourly wage rate except in the case of Sunday, when that day is the second day following an employee's normal work week (that is, Monday to Friday inclusive), in which case the overtime hours worked will be paid for at a premium rate calculated on the basis of two times an employee's hourly wage rate.

6:04 For the purpose of calculating payment for time worked under this Article 6 and under Article 7, time worked on a scheduled shift commencing prior to 10:00 p.m. shall be treated as if worked on the calendar day on which such shift commenced. Time worked on a scheduled shift commencing at or after 10:00 p.m. shall be treated as work performed on the immediately following calendar day.

6:05 As far as possible, overtime hours worked will be equally distributed amongst the employees. Each employee is expected to co-operate with the Company in the performance of such work and the Company agrees to accept reasonable grounds for the employee declining to perform such work.

6:06 The Company may change work schedules, including the scheduling of more or less than the normal working time, but will confer with representatives of

the local Union before making any general change in group, department or plant work schedules.

6:07

In no case will an overtime premium rate be paid twice for the same hours worked.

Article 7
SPECIFIED HOLIDAYS

7:01 The Company agrees to pay an employee, as provided under Section 7:04 below, for the following specified holidays without requiring an employee to render service:

New Year's Day
Heritage Day or the Third Monday
 in February
Good Friday
Victoria Day (Empire Day)
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Regular shift before Christmas Day
Christmas Day
Regular shift before New Year's Day
Two floating holidays

Floating holidays - 1998: July 2, July 3
 1999: December 28, December 29
 2000: December 27, December 28

Floating holidays will be mutually agreed upon by the Company and Union.

7:02 For the application of the Sections of this Article, a specified holiday as listed above shall be observed on the day on which it occurs, except that if such a holiday occurs on a Saturday it shall be observed on the preceding Friday and except, also, if such a holiday occurs on a Sunday it shall be observed on the following Monday.

7:03 An employee shall qualify for holiday pay under Section 7:01 above:

- a) If he works a number of hours equivalent to five full shifts in the normal bi-weekly pay period in which the specified holiday is observed.
- b) If he works one or more shifts in the pay period in which the holiday falls and has been unable to complete the required five full shifts referred to in subsection (a) above on account of a layoff due to work shortage or an absence due to verified illness in excess of the equivalent of four shifts in the pay period in which the specified holiday is observed.
- c) If he is prevented from complying with the provisions of subsection 7:03 (c) as a result of the application of Section 13:04.

- d) If he is a new employee, has complied with the provisions of 7:03 (a), and he commences work prior to the day of observance of the specified holiday.
- e) If he is an employee recalled from layoff, he complies with the provisions of subsection 7:03 (c) and commences work prior to the day of observance of the specified holiday. This subsection (e) will not apply if the holiday is observed on the first day of the pay period and the employee commences work on the first normal working day following observance of the holiday.

7:04 The specified holiday pay as referred to in this Article will be calculated on the basis of the employee's hourly wage rate multiplied by the number of hours in the employee's standard work day.

7:05 Shift bonus for employees permanently on night shift will be included in calculating payment for the day on which such specified holiday is observed. A permanent night shift employee is an employee who, during the three-month period immediately prior to the pay period in which the specified holiday is observed, has not rotated to the day shift for one full week.

7:06 An employee required to work on the day on which the specified holiday is observed will receive overtime pay as shown in Article 6, in addition to the specified holiday pay.

7:07 If the specified holiday is observed during an employee's annual vacation, payment for such holiday will be made. Annual vacation, or specified holidays in a pay period, shall be considered as worked time for the purpose of qualifying for specified holiday pay.

Article 8
VACATIONS WITH PAY

8:01 Annual vacations will be paid on the following basis:

- (i) Six weeks after 28 years' continuous service if completed by December 31st.
- (ii) Five weeks after 19 years' continuous service if completed by December 31st.
- (iii) Four weeks after 10 years' continuous service if completed by December 31st.
- (iv) Three weeks after 5 years' continuous service if completed by December 31st.
- (v) Two weeks after 1 year's continuous service if completed by July 31st.

8:02 Vacations will be scheduled by the Company and shall be completed within the calendar year. It is not permissible to postpone the vacation period or any part thereof from one year to another. The Company may in respect of a fifth and sixth week of vacation as set out in Section 8:01 above, exercise an option to make payment for such week in accordance with Section 8:04, in lieu of scheduling vacation time.

The option set out in the above paragraph shall be exercised only with the concurrence of the affected employee.

8:03 In the event the Company schedules vacations on a shutdown basis by department or plant(s) at varying times, it is understood that such shutdowns will not exceed three (3) weeks, not less than two (2) of which will take place within the calendar months of July and August and that the third week of shutdown will take place as scheduled by the Company.

8:04 The allowance for each week of vacation will be determined by multiplying the employee's hourly wage rate by the number of hours in the employee's regular weekly schedule. This will not include hours for which overtime premium is paid.

- a) An employee with less than 12 months' continuous service will be paid a vacation allowance calculated on the basis of four (4) percent of the employee's earnings during the period from the employee's date of hiring to July 31st.
- b) An employee who has been laid off, or an employee who has had leave

under the provisions of Section 15:03 (b) for a period in excess of sixty (60) working days during the vacation year (August 1st to July 31st) will be paid vacation pay to an amount of 4, 6, 8, 10 or 12 percent, whichever figure is applicable, of his gross earnings during the year.

8:05 a) An employee with less than 12 months' continuous service with the Company, whose service is discontinued, will be paid four percent of the employee's earnings.

b) An employee with more than 12 months' continuous service with the Company, whose service is discontinued, will be paid two percent for each week of vacation entitlement.

8:06 A vacation bonus of \$25 per week will be paid to all employees as per Article 8:01.

Article 9
WAGES

9:01 All job classifications covered by this Agreement shall be paid on the basis of hourly wage rates. The established job classifications, their titles, code numbers, Labour Grade and hourly wage rates of pay shall be contained in the hourly Wage Rates and Classification Book, WABCO, which shall be known herein as "The Rate Book" and which shall form part of this Agreement.

9:02 The Rate Book shall contain an hourly wage rate for each job classification to be known as the Job Rate. The Job Rate shall be the rate for the Labour Grade in which the job classification has been ranked by evaluation.

9:03 The Labour Grades and respective Job Rates in effect during the term of this Agreement shall be as set forth in Schedule #1 of Appendix "A" hereto, except as may be amended by Article 30.

9:04 The responsibility for evaluation of any work shall continue to be vested in the Company. Evaluation will continue to be made on the basis of the Job Evaluation Programme (including the Job Rating Plan for Hourly Paid Classifications).

The Job Evaluation Programme as such, having been selected by the Company, may not form the subject of a grievance. When new and/or changed job classifications are implemented by the Company, the Union will be notified of the resulting amendments to the Rate Book, together with the date of implementation, the department(s) and employee(s) affected, and will be supplied with 8 copies of the Job Identifications and the factor ratings thereof. Supporting documentation of new and/or changed job identifications will be issued to the Union.

9:05 The Union or the incumbent employee in the Job Classification concerned may file a grievance in writing with the Company alleging:

- a) That the new or changed job classification established under Section 9:04 has been improperly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed jobs and to the Bench Mark job classifications.
- b) That the wrong job classification has been applied to the work performed by the employee, and a job classification as contained in the Rate Book, the primary function and job content of which is properly applicable to the work performed by the employee.
- c) That the Company has changed the primary function and/or content of work performed by the employee as contained in the Job Identification to the

extent that the job classification is improperly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed jobs and to the Bench Mark job classifications.

It is provided, however, that any such grievance must be filed directly with the Employee Relations Department of the Company under Section 18:04 of the Grievance Procedure not later than fifteen working days from the date when the Union is notified of implementation of such new or changed job classification under Section 9:04 hereof in the case of Section (a) hereof, or from the date when the wrong job classification was first applied to the work performed by the employee, in the case of (b) hereof. In the case of a grievance filed under paragraph (c) hereof, the Company shall not be liable to any retroactive payment prior to fifteen working days from the date of filing of such grievance.

9:06

The Company acknowledges the right of the Union to elect or appoint one employee as the Union Job Evaluation Representative. During the Second Stage Meeting referred to in Section 18:04, the Union or the incumbent employees on the job classification concerned may be represented by a representative of the National Office of the Union, one full time official of the Local Union, the Union Job Evaluation Representative, the Chief Steward, the Steward of the department and the incumbent employee, and an additional incumbent employee when the number of incumbent employees is in excess of fifteen employees in the job classification which is the subject of the grievance as filed under Section 9:05 herein. The Company shall also have the right to have present any officers, officials or agents of the Company.

9:07

In the case of any grievance filed under Section 9:05, the authority of the arbitration board shall be limited to:

- a) confirming the job classification or assigning a revised ranking by using the criteria as in Section 9:05 (a) above, or
- b) confirming the job classification or assigning another job classification by using the criteria as in Section 9:05 (b) above, or
- c) confirming the job classification or assigning a revised ranking by using the criteria as in Section 9:05 (c) above.

9:08

On an application to the Minister of Labour under Section 19:01 for the appointment of an impartial chairman in the case of a grievance filed under Section 9:05, such chairman shall have qualifications with respect to job evaluation practices.

9:09

WAGE PROGRESSION

- a) Wage Progression shall only have application to employees hired on or after November 3rd, 1961, and to their recalls or transfers thereafter. "Job Rate" as used herein shall be the Job Rate for the Labour Grade of the job classification concerned, established through evaluation.
- b) Wage Progression provides for:
 - (i) A maximum period of three months for employees in job classifications in Labour Grades 1 to 6 inclusive in Schedule 1 as the qualifying term for progression to Job Rates.
 - (ii) A maximum period of six months, composed of two three-month periods, for employees in job classifications in Labour Grades 7 to 14 inclusive in Schedule 1 as the qualifying term for progression to Job Rates.
- c) The periods referred to herein are three calendar months of time worked in order for an employee to qualify for a progression in hourly wage rate as specified in this Section 9:09. Therefore, if an employee in the process of qualifying for a progression in hourly wage rate is not at work for a period of more than five full shifts during a three-month period, time equivalent thereto in excess of five full shifts shall be added to his qualifying period of three calendar months.
- d) A newly-hired employee may be paid a "step-rate" (a Labour Grade Job Rate) one or two Labour Grades below the Job Rate for his job classification, in accordance with Section (a) hereof, or may be paid the Job Rate, dependent on his qualifications as determined by the Company.

9:10

TRANSFER AND RECALL WAGE DETERMINATION

For the purpose of this Section, a Transfer is defined as the assignment of an employee from one job classification to another, as contained in the Rate Book, and which is accompanied by a change in the Company's records; or as the assignment of an employee to another job classification which extends for six weeks or more. The Company agrees that any assignment of five (5) working days or more will be noted on the employee's record. An employee's hourly rate when transferred shall be determined in accordance with the appropriate section below.

- a) An employee who is transferred by reason of Article 13 of the Collective Agreement (Seniority) or for reasons of health or safety will be paid his pre-transfer hourly wage rate for the balance of the pay period in which the transfer is made and thereafter shall,
 - (i) if transferred to a job classification ranked in the same or lower Labour Grade and his pre-transfer rate is the

Job Rate, he shall be paid the Job Rate for the job classification to which he is transferred.

(ii) if transferred to a job classification ranked in the same or a lower Labour Grade and his pre-transfer rate is a step rate, he shall be paid as follows:

(1) if his pre-transfer rate is equal to or greater than the Job Rate for the job classification to which he is transferred he shall be paid the Job Rate for such job classification.

(2) if his pre-transfer rate is less than the Job Rate for the job classification to which he is transferred, he shall be paid his pre-transfer rate and complete the balance of the time periods required to qualify for the Job Rate of the job classification to which he is transferred.

(iii) if transferred to a job classification ranked in a higher Labour Grade, the employee will be paid as follows:

(1) if his pre-transfer rate is the Job Rate he will be paid one step below the Job Rate for the job classification to which he is transferred and complete the necessary time period to qualify for the Job Rate.

(2) if his pre-transfer rate is a step rate, he shall be paid at the same rate, or the start rate for the job classification to which he is transferred, whichever is the higher, and complete the time periods necessary to qualify for the Job Rate.

(b) An employee who is transferred at the request of the Company for utilization of his applicable skills, when there is work for him on his regular job, and not as a result of other causes set forth herein, shall be paid his pre-transfer hourly wage rate or the Job Rate for the job classification to which he is transferred, whichever is the higher, for the duration of such transfer. Such hourly wage rate shall be effective from the date of transfer.

(c) An employee who is transferred at his own request shall be paid in the manner outlined in Section (a) (i), (ii) or (iii) hereof, except that the hourly wage rate to be paid in the job classification to which he is transferred shall become effective on the date of such transfer.

(d) An employee who is transferred because of inability, inefficiency or

demotion for cause, shall be paid at a relative position in the progression schedule applicable to the job classification to which he is transferred. Such hourly wage rate shall be effective from the date of transfer.

- (e) An employee who is recalled from layoff or who returns to his original department or job classification under the terms of Section 13:06 (f) (i) of the Collective Agreement shall
 - (i) if recalled or returns within a period of two years from the date of layoff or transfer to a job classification in which he has a previous record of employment, be paid the Job Rate or step rate in accordance with his previous position in the progression for such job classification and complete the balance of the time periods required to qualify for the Job Rate, if applicable.
 - (ii) if recalled or rehired after a period of more than two years from the date of layoff or transfer, or if recalled to a job classification in which the employee has no previous record of employment within a period of two years from the date of layoff or transfer shall be paid the job rate at such time as the employee can perform the full requirements of the job or in accordance with the progression schedule applicable to the job classification to which he is recalled.
- (f) An employee who has been transferred by reason of Article 13 to a job classification in a lower Labour Grade level may, if returning to the original Labour Grade level, within two years, be paid the Job Rate, dependent on his qualifications as determined by the Company.

Article 10
SHIFT BONUS

- 10:01 Employees required to work on any shift starting before 6:00 a.m. or after 12 noon, will be paid a shift bonus of seventy-five (75) cents per hour.
- 10:02 On three-shift operations there shall be 8 hours' in-plant time. There shall be no assigned lunch period for employees on operations of an uninterruptible nature. Employees on three shifts interruptible operations, for which lunch period has been assigned, will be paid an allowance of .5 hours at their hourly rate.

Article 11
APPRENTICES

Apprentices in the Company shall be on the basis of 8000 hours. The hourly rates of pay for apprentices during such period shall be in accordance with the following:

	<u>Effective April 23, 1998</u>	<u>Effective April 23, 1999</u>	<u>Effective April 23, 2000</u>
0 - 1000	14.615	14.865	15.115
1000 - 2000	14.635	14.885	15.135
2000 - 3000	14.695	14.945	15.195
3000 - 4000	14.725	14.975	15.225
4000 - 5000	14.755	15.005	15.255
5000 - 6000	14.785	15.035	15.285
6000 - 7000	14.815	15.065	15.315
7000 - 8000	14.855	15.105	15.355

Certificates of indenture shall be signed within three (3) months of commencement of Apprenticeship.

Article 12
TECHNOLOGICAL CHANGE

12:01

This Article shall have application when the Company introduces new technology in the form of machinery or equipment, including robots or automated manufacturing machinery or new technology to existing machinery or equipment and such introduction has the result of:

- i) displacing an employee, or
- ii) changing the immediate job of an employee by establishing a different labour grade.

Where one (1) or more employees are affected as set out in either (i) or (ii) above, the Company will notify the Union as far in advance as practicable and, upon request, the Company will arrange a meeting with the Union for the purpose of discussing the effects on the employment status of such employees in applying this Article.

12:02

The Company will provide training on a new or changed job created as a result of technological change as defined under Section 12:01 to an employee with seniority who is thereby displaced on the following basis:

1 to 5 years	15 Worked Days
5 to 10 years	20 Worked Days
10 to 15 years	25 Worked Days
15 and above	30 Worked Days

provided that the number of training periods afforded hereunder will not exceed the number of such new or changed jobs. An employee will be selected for a training period on the basis of seniority provided the Company has reasonable evidence in its records or as furnished by the employee or the Union that the employee has transferable skills which would enable him to meet the normal requirements of the job within the training period. If the new or changed job thus created is classified in an occupational classification with a lower labour grade than the classification to which the employee was assigned before the new equipment was introduced, the employee may elect to be placed in accordance with Section 13:06 (g), and afforded the training period specified in this Article.

An employee will be permitted not more than one opportunity for training under this Section, it being understood that the Company shall be required under these provisions to grant only one period of training under the application of this Section on a new or changed job. A displaced employee unable to qualify for a training period on the new or changed job will be subject to the provisions of Section 13:06 (g) in locating another job and afforded the training period specified in this Article.

Further, an employee selected for training hereunder but unable to meet the normal requirements of the work of such job during the training period or should it become so apparent in a lesser time, will be subject to the provisions of Section 13:06 (g) in locating another job. The above-mentioned training periods may be extended by agreement.

12:03

An employee with seniority whose job is directly eliminated by the introduction of a robot or the introduction of an automated manufacturing machine and who as a consequence, is transferred to a lower hourly-rated job shall retain his former hourly rate for up to sixteen (16) weeks from the date his job was eliminated.

The term "robot" means a programmable multifunction manipulator designed to move materials, parts, tools or specialized devices through variable programmed motions for the performance of a variety of tasks.

The term "automated manufacturing machine" means a device for doing production work which has programmable controllers (PC), computer numerical controls (CNC) or direct numerical controls (DNC).

Article 13
SENIORITY

13:01 The seniority of each employee covered by this Agreement shall be established after a period of probation of sixty (60) worked days and shall then count from the date of employment with the Company, except in the case of students hired during the school vacation, in which case seniority shall be established after a period of probation of one hundred and twenty (120) worked days.

13:02 (a) An employee's seniority date shall be his last hiring date, except that upon returning to work following a layoff or illness in excess of 12 months, his seniority date shall be adjusted in accordance with his length of service pursuant to the provisions of Section 13:09 hereof. An employee shall acquire departmental and plant seniority on the following basis:

(i) On completion of sixty worked days with the Company an employee shall acquire departmental seniority.

(ii) On completion of ten months' service with the Company, an employee shall acquire plant seniority.

(b) For purposes of layoff (meaning here and elsewhere in this Article layoff from employment) or transfers due to lack of work, an employee shall exercise his seniority as follows:

(i) An employee with not more than 10 months' seniority shall be limited to exercising his departmental seniority.

(ii) An employee with more than 10 months' seniority will first exercise his departmental seniority and then shall exercise his plant seniority.

(c) In the event an employee with seniority, as defined in this Section, is laid off, he will be included in the plant recall list.

13:03 There shall be no layoff of personnel within a department or plant until probationary employees of such department or plant have been laid off. This Section is subject to such exceptions as may arise under the provisions of Section 13:06 (b).

13:04 As applied to individual employee(s), the Company may lay off an employee up to a total of 15 working days in each calendar year without regard to the seniority provisions of this Agreement. In calculating the 15 working days above, a layoff for the second half of a shift or portion thereof will be deemed a half day, and shall be counted against the 15 working days.

Time lost for the following causes will not be subject to the seniority provisions of the Agreement. Neither will it be counted in the 15-day exception referred to herein:

- (a) Time lost by an employee during the annual vacation shutdown as a result of such employee's vacation entitlement being less than the shutdown period. It being understood that for the purpose of this subsection (a) such time so lost will not exceed 3 calendar weeks.
- (b) If vacation shutdowns are scheduled at varying times in various Departments, in no case shall an individual employee who was employed in an area that was shut down for vacation purposes and was affected by subsection (a), subsequently be affected again by the provisions of subsection (a), if during the same calendar year, he is employed in another area. The Company will not transfer an employee for the purpose of exposing him to the provisions of 13:04 (a) more than once in a calendar year.
- (c) Time lost by an employee during days on which annual inventory is taken, up to a maximum of two days.
- (d) Time lost by an employee due expressly to a shutdown caused by fire, lightning, flood or tempest, causing damage to the plant, or part of it, or its equipment.

13:05

- (a) The Company will maintain seniority lists in each department showing the departmental seniority of each employee in that department.
- (b) Copies of the plant seniority list shall be supplied to the Union every six months. The Company will continue to post copies of such lists in appropriate locations.
- (c) The Company will supply the Union with the following information:
 - (i) Starts, quits, discharges, transfers and layoffs of employees other than layoffs under Section 13:04 above. Such information will be supplied on a pay-period basis.
 - (ii) A copy of notices of recall as referred to in Section 13:06 (d) below.
- (d) Upon reasonable request to the foreperson, the departmental steward shall have the opportunity to scrutinize the departmental recall list maintained by the Foreperson.

13:06

Layoffs or transfers due to lack of work will be governed by the following provisions:

- (a) Seniority as defined in Section 13:02 hereof.
- (b) Seniority will be the major factor governing layoffs or transfers due to lack of work, in accordance with Section 13:06 (g) (i) and (ii) hereof, subject to the retained employees being able to meet the normal requirements of the work.
- (c) The Company will give seven (7) calendar days' notice in writing to an employee of a layoff, the duration of which is expected to exceed fifteen (15) calendar days. Such notice will indicate, whenever reasonably possible, whether the layoff is expected to be of short or indefinite duration. This provision will not, however, apply with respect to the following:
 - (i) Probationary employees;
 - (ii) Layoffs under Section 13:04 although the employee will be informed when the layoff takes place thereunder;
 - (iii) Layoffs resulting from lack of work owing to any slow-down, strike, or other work stoppage or interference with work by employees covered by this Agreement;
 - (iv) Layoffs resulting from such matters as fires, lightning, flood, tempest or power failure.
- (d) Employees who are laid off shall be recalled in order of their seniority provided they are able to meet the normal requirements of the job. The Company will confirm an employee's recall by registered letter sent to the employee's last address on record with the Company as furnished by the employee. An employee upon being recalled shall notify the Company within three (3) working days of receiving such letter of his intention to return to work and shall return to work no later than ten (10) working days from the day such letter is mailed except in the case of verified illness.
- (e) An employee who has been transferred within his department, as a result of the provisions of this Article, shall be given an opportunity of returning to his original job or a job as set out in step 4 of 13:06 (g) (ii) (a), when the vacancy occurs.
- (f) An employee who has been transferred to another department, as a result of the provisions of this Article, shall be given an opportunity, if and when production conditions improve, and before additional employees are hired in the department, of returning to his original job or a job as set out in Step 4 of 13:06 (g) (ii) (a) in the department from which he was transferred.
 - (i) The provisions of (e) and (f) will be limited to a period of two years

from the date of original transfer or layoff. An employee who declines the opportunity of return under (e) and (f) hereto shall forfeit the right to return thereafter.

- (ii) An employee who exhausts his rights of return under the provisions of Section 13:06 (f) (i), and an employee who has lost his right of return because of layoff, may apply in writing to the Employee Relations Department for a one-year extension of such rights, and such request will be granted by the Company, provided the employee, at the time any return is effected, has the skill and ability to meet the normal requirements of the job within a maximum period of five working days of refamiliarization.

The employee may re-apply in writing for maintenance of such return rights for an additional year after each one-year extension and such application will be accepted by the Company subject to the aforesaid conditions. Applications hereunder shall be made during the two-week period immediately prior to the expiration of any annual extension.

- (g)
 - (i) The Company and the Union recognize that it is desirable to keep displacement of one employee by another (bumping) to a minimum, consistent with employees maintaining their seniority rights. Therefore, in locating a job, in accordance with Section 13:06 (g) (ii) hereof, which is one held by an employee with less seniority or an open job, the procedure will be to commence from the bottom of the appropriate seniority list and work upwards.
 - (ii) The procedures for the purpose of locating another job for which an employee may be eligible, will be applied by the Company in relation to the job from which he is about to be transferred, provided he has the skill and ability to perform the job as verified by

Company records, or as furnished by the employee or the Union, in the following manner and sequence:

(a) In case of an employee who is eligible to exercise his seniority on a departmental basis:

Step

- | | | |
|----|---|--|
| 1 | Open job | - in same labour grade |
| 2 | Open job | - in one labour grade higher |
| 3 | Open job | - in one labour grade lower |
| 4 | First job commencing from

mental seniority list held
by less senior employee | - in same labour grade or in
the bottom of the depart-
one labour grade higher or
lower |
| 5 | Open job | - in 2 labour grades lower |
| 6 | First job commencing from
the bottom of the depart-
mental seniority list held
by less senior employee | - in 2 labour grades lower |
| 7 | For each successively
lower labour grade repeat
Step 5 then 6 down to and
including labour grade 1 | |
| 8 | Any remaining open job | |
| 9 | First job commencing from
the bottom of the depart-
mental seniority list held
by less senior employee | |
| 10 | First job commencing from
the bottom of the plant seniority
list held by a less senior
employee | |

(b) In the case of an employee who is eligible to exercise his seniority on a plant basis:

Step

- | | | |
|----|--|---|
| 1 | Open departmental job | - in same labour grade |
| 2 | Open departmental job | - in one labour grade higher |
| 3 | Open departmental job | - in one labour grade lower |
| 4 | First job commencing from the bottom of the departmental seniority list held by less senior employee | - in same labour grade or in one labour grade higher or lower |
| 5 | Open job (plant) | - in same labour grade |
| 6 | Open job (plant) | - in one labour grade higher |
| 7 | Open job (plant) | - in one labour grade lower |
| 8 | First job commencing from the bottom of the plant seniority list held by less senior employee | - in same labour grade or one labour grade higher or lower |
| 9 | Open job (plant) | - in 2 labour grades lower |
| 10 | First job commencing from the bottom of the plant seniority list held by less senior employee | - in 2 labour grades lower |
| 11 | For each successively lower labour grade repeat Step 9 then 10 down to and including labour grade 1 | |
| 12 | Any remaining open job (plant) | |
| 13 | First job commencing from the bottom of the plant seniority list held by less senior employee | |

(c) For the purpose of locating another job for which an employee with more than ten (10) months' seniority may be

eligible in the application of the requirements and procedure of Section 13:06 (g) (i) and (ii) for jobs within the plant, an employee with the skill and ability to perform the job as verified pursuant to Section 13:06 (g) (ii) shall be eligible for an orientation period of up to three (3) working days provided the Company has reasonable evidence in its records or as provided by the Union or the employee that such orientation period would enable the employee to meet the normal requirements of the work of such job within such three-day period.

- (iii) In the event of the failure to locate a job following the application of the procedure set out in Sections 13:06 (g) (i) and (ii) an employee will be given notice of layoff (without prejudice to his right of grievance under such Section 13:06 (g) (i) and (ii)), and shall be eligible for the first job commencing from the bottom of the appropriate seniority list held by an employee with less seniority or an open job, on a training basis, where the Company has reasonable evidence in its records or as furnished by the Union or the employee, either that the employee has transferable skills which would enable him to meet the normal requirements of the work of such job within a maximum period of ten (10) working days (which may be extended by agreement), or that having previously worked on such job (or on a job requiring similar skills) he could so perform it within such period.

Should the employee upon being so transferred be unable to meet such requirements during the maximum period of ten (10) working days (or as may be extended by agreement), or should it become so apparent in a lesser time than the ten (10) day period, he will be eligible for one further transfer to an open job or if no open job is available, a job held by an employee with less seniority which he can perform without training as otherwise provided in this subsection. In laying off such employee because such a job is not available, further notification of layoff is not applicable.

- (iv) After exhausting all rights under this Collective Agreement with respect to layoffs, the employee, if he so desires, shall be granted the right to transfer into the salaried bargaining unit. Such transfer shall be to the lowest seniority employee holding a job within the skill and ability level of the laid-off employee. It is understood that “skill and ability level” shall be restricted to the normal requirements of the job in question. In laying off such an employee because such a job is not available, further notification of layoff is not applicable.

13:07 An employee shall maintain and accumulate seniority under the following conditions:

- a) During absence due to disability while covered and receiving benefits from the Long Term Disability Plan.
- b) During leave of absence granted by the Company in writing.
- c) During a layoff not to exceed 12 consecutive months.
- d) During absence due to disability for which compensation is payable by the Ontario Workplace Safety & Insurance Board.

13:08 An employee shall maintain seniority under the following conditions:

- a) During a period of layoff in excess of twelve (12) months but not in excess of thirty-six (36) months.
- b) During absence due to disability for the period in excess of coverage and receipt of benefits from the Long Term Disability Plan.

13:09 An employee shall lose his seniority standing under the following conditions:

- a) If the employee leaves the employ of the Company.
- b) If continuously laid off for more than thirty-six (36) months.
- c) If discharged for just cause and such discharge is not reversed through the grievance procedure provided herein.
- d) If an employee fails to report for work in accordance with the provisions of Section 13:06 (d).

- e) If an employee overstays a leave of absence for a period of seven (7) working days without the written permission of the Company.
- f) If an employee is absent and unreported from work for a period of three (3) consecutive working days.

13:10 An employee of the Company shall, upon being transferred to an open job within the bargaining unit, have seniority computed from the last date of hiring, if he has previously completed a period of sixty (60) worked days as an hourly-rated employee.

Employees transferring out of the bargaining unit subsequent to April 23, 1998 may, at the discretion of Management, be returned to the bargaining unit with no loss of seniority during the twelve-month period following the date of such transfer.

13:11 A department steward who has five (5) or more years' seniority shall have preferential seniority, exercisable within his department in respect of a layoff or transfer out of the department resulting from lack of work, and he shall be given a job as set out in Step Four (4) of 13:06 (g) (ii) (a), provided he can meet the normal requirements of the work available. The Chief Steward as well as the President of Local 558 shall have preferential seniority on the same basis in the plant.

13:12 An employee claiming that he has been laid off or transferred contrary to the provisions of this Article, or that he has not been recalled in conformity therewith, may lodge a grievance in writing directly with the Employee Relations Department of the Company under Section 18:04 of the grievance procedure. The Company will investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedures, the employee will be compensated at the appropriate rate of pay for the job he would otherwise have occupied subject to the fulfillment of the following conditions:

- a) In the case of a grievance covering a layoff or recall:
 - (i) The employee shall designate in such grievance, at the time it is lodged, the names of the job incumbents whose jobs he claims he should occupy, provided that he shall be limited to naming not more than six job incumbents; provided further that in the event such grievance is referred to arbitration, pursuant to Article 19, the Union shall notify the Company in writing at least three weeks prior to the date established for the Arbitration Hearing as to the name of one of such job incumbents whose job shall be the subject matter of the claim before the Board of Arbitration. It is understood, however, that if such job incumbent has been transferred or laid off prior to the date set by the Board of Arbitration, the Company will notify the Union and within two working days thereafter, the Union shall advise the Company as to the name of an alternative job incumbent

selected from the names as contained in such grievance.

In the event that all original named job incumbents have been transferred or laid off prior to the date established for the Arbitration Hearing the Union shall notify the Company in writing, within two working days of the Company notifying the Union that all the named incumbents have been transferred or laid off, one of the original named job incumbents whose job shall be the subject matter before the Board of Arbitration;

- (ii) Pending completion of the grievance procedure under Section 18:04 the employee will, if required by the Company, accept assignment upon one working day's notice, to another job which he can perform;
 - (iii) Any compensation will be less any monies earned, or any unemployment insurance, workers' or other compensation received by the employee (but exclusive of any other monies which the employee would normally have continued to receive);
 - (iv) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.
- b) The conditions set forth under subsection (i) and (iii) above shall apply to a grievance concerning a transfer.
- c) The grievance shall be lodged:
- (i) In the case of a layoff grievance, within a period of ten calendar days where notice is given under Section 13:06 (c) and within the same period immediately following the commencement of the layoff where such notice is not given;
 - (ii) In the case of a transfer grievance, such grievance shall be lodged within the period of ten calendar days following the date of the disputed transfer;
 - (iii) In the case of a grievance arising under Section 13:06 (e) and (f) above, such grievance shall be lodged within a period of seven calendar days following the date the other employee commenced work on the job the grievor claims;
 - (iv) In the case of a recall grievance arising under Section 13:06 (d), such grievance shall be lodged within a period of six months following the date the other employee, who the grievor alleges was recalled in his place, commenced work. If such grievance is sustained, compensation will be payable beginning with the working day nearest to the seventh calendar day prior to the date of the

grievance.

13:13

If an employee has been transferred to a job in another department, or has been given notice of layoff, in either case under the provisions of this Article 13, he may request an interview for the purpose of discussing such transfer or layoff, subject to the following conditions:

- a) The employee shall request his foreperson to arrange for such interview, which will take place with a Company representative(s), at the Employee Relations Department, provided that the request is made to his foreperson no later than two working days following the date of such transfer or receipt of such notice of layoff.
- b) The foreperson will arrange for such interview during the employee's scheduled shift which will take place no later than two (2) working days following the date he received the employee's request.
- c) If requested by the employee concerned, the Chief Steward may be present at such interview, and he shall have access to the master seniority list.
- d) Following such interview, if the employee disputes such transfer or layoff he may, with the assistance of his Chief Steward, prepare and sign a grievance which shall be lodged in accordance with the provisions of this Article.
- e) The designation of the time and place of such interview as well as the preparation of such written grievance as provided above shall be subject to the direction of the foreperson or supervisor concerned and such interview including the preparation, if necessary, of a written grievance shall be held during working hours in accordance with the time limits established in this Section.

13:14

An employee with seniority who has been absent from work due to illness or accident, and, when medically cleared to return to work, is unable in the opinion of the Company to perform the normal requirements of the work of the job performed by him immediately prior to such illness or accident, will be eligible for an open job, provided he has the skill and ability to meet the normal requirements of the work. If no such open job is available within ten (10) working days after the above medical clearance, the Company shall apply the following procedure to locate another job for which such an employee may be eligible provided the employee fulfills the conditions of Section 13:06 (g) (ii) hereof, in the following manner and sequence:

- a) In the case of an employee who is eligible to exercise his seniority on a departmental basis, as set out in Section 13:06 (g) (ii) (a) hereof.

- b) In the case of an employee who is eligible to exercise his seniority on a plant basis, as set out in Section 13:06 (g) (ii) (b) hereof, with respect to jobs within the departments of his plant.

In the event of the failure to locate a job following the application of the foregoing, then the terms and conditions of 13:06 (g) (iii) shall apply, it being understood that notification of layoff shall not be required.

An employee who returns to work will be paid for any time lost due to the procedure set forth in Article 13:14 of the Collective Agreement; provided the employee has complied with Article 4:03 of the Agreement.

13:15

Severance Allowance

In the event of a Plant Closure or Product Relocation directly resulting in the termination of employment of any bargaining unit employee, such terminated employee shall be entitled to a severance allowance based on the following:

Years of Service	Weeks of Severance
1	0.00
2	1.00
3	1.00
4	1.00
5	6.25
6	7.50
7	8.75
8	10.00
9	11.25
10	12.50
11	13.75
12	15.00
13	16.25
14	17.50
15	18.75
16	20.00
Years of Service	Weeks of Severance
17	21.25
18	22.50
19	23.75
20	25.00
21	26.25
22	27.50
23	28.75
24	30.00
25	31.25
26	32.50
26.08 and greater	33.50

“Week’s Pay” shall be defined as the employee’s highest permanent hourly rate attained in the preceding 12 months times forty hours.

“Years of Service” shall be defined as each full year from the employee’s seniority date. In the event of broken service, all service shall be counted excluding the broken period. Partial years shall be calculated in complete months.

“Plant Closure” shall be defined as the discontinuance of all manufacturing and/or clerical operations at the Stoney Creek Plant.

“Product Relocation” shall be the relocation of the production of a product line which results in the immediate termination of 10 or more bargaining unit employees.

It is understood that payment of severance under this provision shall result in the cessation of seniority and termination of the employment relationship.

Article 14
PROBATIONARY EMPLOYEES

14:01

When a probationary employee is transferred to another department prior to having completed twenty (20) worked days, he will be required to complete sixty (60) worked days (one hundred and twenty (120) worked days in the case of students as referred to in Section 13:01) from the date of initial transfer before acquiring seniority. In the case of an employee who has completed twenty (20) or more worked days prior to the date of initial transfer, he will be required to complete sixty (60) worked days from initial date of employment. On completion of this sixty (60) worked days (one hundred and twenty (120) worked days in the case of students as referred to in Section 13:01), the seniority of the employee will be counted from the hiring date in the original department.

14:02

The Company has full right to discharge probationary employees if, in the sole discretion of the Company, they are unsuitable for continued employment by the Company. Unsuitability will be determined by reference to the employee's job performance, attendance record, adherence to plant work rules and generally accepted standards of workplace conduct. A grievance may be filed by a probationary employee who has been discharged.

Article 15
LEAVE OF ABSENCE

15:01 Leave of absence without pay will be granted to:

- (a) one member of the Union with seniority standing for full time Local 558 Union work, and
- (b) one member of the Union with seniority standing for full time National Union work,

for the duration of this Agreement or until the completion of his mission, whichever first occurs. Upon completion of his mission or upon the expiration of this Agreement, whichever first occurs, he will be given re-employment on the basis of his continuity of seniority in his former position or in a similar position at the rate prevailing at the time of such re-employment. An employee who is granted such leave of absence under this Section and who returns to work on completion of his mission will be ineligible for another such leave within a period of three months. Continuity of seniority will only be granted to such member upon the resumption of employment with the Company.

15:02 Upon written request by the Union and if reasonable notice is given, the Company will grant leave of absence to employee(s) without pay for Union business.

During leave of absence under this Section the employee will maintain and accumulate seniority.

Under this Section except for leave of absence due to grievance and arbitration participation and negotiation preparations and processes, not more than sixty (60) man-days total leave of absence will be granted in any one calendar year.

It is understood that the Company may withhold leaves requested by the Union and ask the Union to substitute other employees if the number of leaves requested in respect of any job, department or division interferes with the operating requirements of the Company.

15:03 (a) Subject to the following conditions the Company will grant leave of absence without pay to a pregnant employee at her request.

- (i) Such employee must have been employed for at least 13 weeks prior to the expected birth date.
- (ii) The employee must give the Company at least two weeks' written notice of the date the leave is to begin and a certificate from a

legally qualified medical practitioner stating the expected birth date.

- (iii) Leave will normally be granted for a period of three months prior to confinement and two months following confinement.

Nothing in this Section shall restrict the Company from requiring a pregnant employee prior to her confinement to go on such leave of absence or for such longer period as the Company decides on the grounds that her physical condition while at work constitutes a hazard to herself, her fellow employees, or is interfering with her ability to perform her work.

- (b) The Company will not unreasonably withhold leave of absence without pay when requested by employees for other personal reasons.

Article 16
DISCHARGE AND SUSPENSION GRIEVANCE

16:01 A claim by an employee that he has been suspended or discharged without just cause from his employment may be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged by the Union or the employee with the Employee Relations Department of the Company within four working days immediately following the date of notification of suspension or discharge, and the case shall be disposed of within ten working days in the case of a suspension and within six working days in the case of a discharge after the date of filing of the grievance, except where such case goes to arbitration.

Except where more than two employees from the same Department are suspended or discharged, the employee, if he so requests, shall have the right to see his Steward prior to leaving the plant, at a time and place designated by the Company.

The four working day limitation referred to above will not apply if the suspended or discharged employee is able to prove his inability to communicate with the Company.

16:02 Such suspension or discharge grievance may be settled:

- a) by confirming the Management's action in suspending or dismissing the employee, or
- b) by reinstating the employee with full compensation for time lost, or
- c) by any other arrangement which is just and equitable in the opinion of the parties or a Board of Arbitration.

16:03 The Company agrees to notify the Chief Steward as soon as practical (through copy of disciplinary document) of any formal discipline, including discharge, issued to any bargaining unit employee.

Article 17
STEWARDS

17:01

Definitions:

- (a) "Departmental Steward" is a person elected or appointed by the Union members of his department to represent the department in which he is employed.
- (b) "Chief Steward" is a person elected or appointed by the Union members as their representative.

17:02

The Company acknowledges the right of the Union to elect or appoint one steward for each foreperson or each department, whichever is the greater in number, to assist employees in the presentation of their grievances.

17:03

The Union acknowledges that stewards as well as other members of the Union committees, and the Union officers, will continue to perform their regular duties on behalf of the Company, and that:

- (a) Such persons will not leave their regular duties without obtaining permission from their foreperson or immediate supervisor who will be given a reasonable explanation for the requested absence.
- (b) When resuming their regular duties after engaging in duties on behalf of the Union they will report to their foreperson or supervisor immediately upon their return.
- (c) Any Union representative who is privileged by the Agreement to take up Union business in a department other than his own will also report to the foreperson of that department at the time.

17:04

A steward will assist in the grievance procedure as set forth in Article 18 except that in the absence of a steward the Chief Steward may act in his place.

17:05

The Company will pay for time lost while on Company premises and authorized to be absent from regular duties under Section 17:03 during his normal hours of work as set out in Article 6, as follows:

- (a) 50% of time lost to a maximum of 1-1/2 hours' pay in any one week to Department Stewards.
- (b) 50% of time lost to a maximum of 2-1/2 hours' pay in any one week to Job Evaluation Representative.

- (c) 50% of time lost to a maximum of 5-1/2 hours' pay in any one week to Chief Stewards.
- (d) 50% of time lost by Grievance Panel to a maximum of 2-1/2 hours' pay in any one week.
- (e) The Company will supply to the Union a list showing the number of hours paid to each of the Stewards or Committee members named above.

17:06 A copy of all written notices of discipline will be sent to the Chief Steward for the information of the Union as soon as practicable.

17:07 Time lost by a Chief Steward or a Steward during his normal hours of work as set out in Article 6, while on Company premises and when authorized to be absent from his regular duties under Section 17:03, shall not thereby disqualify him for premium rate under Article 6 to which he would otherwise be entitled.

Article 18
GRIEVANCES

18:01 Nothing herein shall prevent an individual employee from discussing a complaint with his Foreperson, or submitting a grievance on his own behalf as provided herein except that if the Union has taken up a grievance on behalf of the employee with his consent, the withdrawal of such consent shall not prevent the Union from processing the grievances under the grievance provisions hereof.

18:02 First Stage: The employee may request permission of his Foreperson to discuss and/or prepare a grievance with his Department Steward as provided in Section 18:07. A written grievance, signed by the employee or a representative number of the employees concerned, shall be submitted by the Steward and/or the employee to the Foreperson concerned. The Foreperson will sign the grievance and indicate the time and date received. The Foreperson shall give his answer in writing to the Department Steward within four working days of the date on which he receives the grievance. The Foreperson will, on the same day, give a copy of his answer to the employee(s) and he will also arrange for two additional copies to be given to the Chief Steward.

18:03 Second Stage: If a settlement is not reached under the First Stage above, the grievance shall be submitted to the Foreperson's immediate supervisor by the Chief Steward within thirty calendar days from the date of the Foreperson's answer under Section 18:02. The Supervisor shall sign and date the grievance. The grievance will be referred by the Foreperson's immediate supervisor to the Employee Relations Department of the Company.

However, within five working days from the date of the Foreperson's answer under Section 18:02, a meeting may be held between the Chief Steward and such supervisor to discuss the grievance, if requested by either the Chief Steward or such supervisor.

18:04 The Employee Relations Department will arrange a meeting within two weeks of the date on which the grievance was submitted by the Chief Steward. The Employee Relations Manager, or his appointee, shall give an answer in writing within ten working days of such meeting. Meetings with the Employee Relations Department, in connection with Section 13:12, however, shall take place within two weeks of the date of receipt of the grievance.

18:05 During the Second Stage meeting as provided above, the Union, or the employee, may be represented by a representative of the National Office of the Union, one full-time official of the Local Union, a maximum of three members of the Union Grievance Panel who shall be employees of the Company and any employee possessed of factual knowledge touching on the matter in question. The Company shall also have the right to have present any officers, officials or agents

of the Company.

18:06 The time limits set out in Sections 18:02, 18:03, and 18:04, shall be strictly observed. Any grievance not filed within the time limits established by the provisions of this Agreement shall be considered disposed of or settled. If the Company fails to comply with the time limits established by the provisions of this Agreement the Union may file the grievance in the next succeeding stage. It is expressly provided, however, that the parties may agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.

18:07 The designation of the time and place involved in the discussions and meeting and/or for the preparation of written grievances as provided in the foregoing Sections of this Article shall be subject to the direction of the foreperson or supervisor concerned and shall be held during working hours on the day of the request or as soon as practical thereafter.

18:08 The Company shall not be liable for retroactive payments prior to six months from the date of filing of a grievance hereunder. It is understood that a grievance should be filed within twelve months of the date of the occurrence which gave rise to it. In the event, however, a grievance is filed more than twelve months after the date of the occurrence which gave rise to it, the Company's liability for retroactive payment shall be reduced by the number of days that the period from the date of such occurrence, to the date of the filing of the grievance, is greater than twelve months.

18:09 It is understood that the Company may bring forward and give to the Union at any time any grievance:

- a) with respect to the conduct of the Union, its officers or committeemen,
- b) with respect to the conduct of the employees generally,
- c) with respect to the application or interpretation of any provision of this Agreement.

The grievance shall first be presented in writing to the officials of the Union and a meeting will be held within seven calendar days with the Union and its representative. Failure to agree within a period of four calendar days subsequent to the meeting will permit the Company to refer the matter to a Board of Arbitration as hereinafter described, within thirty calendar days.

18:10 The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be entered by the President or Secretary of the Union Local, with the Manager of Employee Relations, who, within 48 hours, will notify the Union at which stage the grievance will be processed.

Article 19
ARBITRATION

- 19:01 Failing settlement under the grievance procedure set forth in Article 18 hereof of any grievance between the parties or any employee's grievance, arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, such may be referred to arbitration within thirty (30) days. Within seven (7) days of the notice of election to arbitrate, each of the parties shall select a representative and the two so selected shall designate a third member of the board, who shall act as chairman. In the event that the two representatives originally selected shall be unable to agree on the third member within seven (7) working days of their appointment, the Minister of Labour for the Province of Ontario shall have the power, on the application of the parties hereto to appoint an impartial chairman.
- 19:02 The unanimous or majority decision of the Board of Arbitration with respect to matters coming within the jurisdiction of the Board pursuant to the provisions of this Agreement, shall be final and binding on both parties hereto, and should be rendered within seven (7) working days from the time the matter was referred to the Board.
- 19:03 Such Board of Arbitration shall have no jurisdiction to alter, change, amend or enlarge the terms of this Agreement.
- 19:04 Expenses which may be incurred in connection with the Chairman will be borne equally by both parties to this Agreement.
- 19:05 Where applicable, a grievance, when posted for arbitration, shall state the Article and Sections of this Agreement which it has alleged have been breached.
- 19:06 In the case of any grievance filed under Section 9:06, the jurisdiction of a Board of Arbitration shall be limited to the provisions set forth in Section 9:07.

Article 20
NATIONAL SECURITY

- 20:01 The Dominion Government through its agencies, may issue to the Company certain instructions with regard to the security of information and materials and the personnel permitted to work on classified orders. The Union recognizes that the Company has the obligation of meeting such Government instructions. For the purpose only of implementing such instructions, the Company may refuse such employees access to the work and agrees to transfer employees covered by the instructions.
- 20:02 Where an employee is transferred out of such work or denied access to it for the reasons above stated, the employee shall retain all other rights accruing to him under the Collective Agreement, including seniority rights set out in Article 13, but excluding the right to utilize the Grievance Procedure for the purpose of nullifying the Government's instructions.
- 20:03 The right of an employee to return to his original department, when the conditions necessitating this transfer cease to exist, will be subject to the time limits in Section 13:06 (f) (i) and (ii).

Article 21
SERVICE JOBS OUTSIDE THE STONEY CREEK AREA

Employees of the Company who are called upon to do jobs outside the Stoney Creek area will be reimbursed for reasonable expenses for meals, travel and lodging.

Article 22
CHECK-OFF

- 22:01 During the term of this Agreement, the Company will deduct, from each employee hired or entering the bargaining unit, an amount equivalent to union dues, for each pay period of two weeks, and remit the same promptly to the Financial Secretary of Local 558 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada).
- 22:02 Upon written authorization from an employee (as per CAW Authorization form supplied by the Union), the Company will deduct an initiation fee of an amount specified by the Local Union.
- 22:03 There will be no coercion or intimidation of any employee by either the Company or the Union in regard to the dues deduction arrangement.
- 22:04 Union dues are deductible in each pay period for which an employee receives pay, except where such pay is insufficient to cover dues deduction in which cases the omitted deduction will be recovered in the next pay period in which there is sufficient pay.
- 22:05 The Union agrees to keep the Company harmless from any claims against it by an employee which arise out of deduction under this Article.
- 22:06 An employee who returns to work from layoff, sickness or leave of absence, or who re-enters the bargaining unit, shall have current deductions automatically reinstated upon return to work.
- 22:07 It is agreed that before an employee enters the bargaining unit, the Chief Steward, or a Departmental Steward deputized by the Chief Steward, shall have the right to interview such employee during a five-minute period, at a time and place to be designated by the Company. The expense of such interview will be borne by the Union.

Article 23
REPRESENTATIVES

23:01 The Union shall supply the Company with the names of those employees who have been elected Union Officers, Grievance Committeemen, Stewards, and Union Job Evaluation representatives authorized to represent the Union, and the Union shall keep such lists up to date and the Company advised accordingly.

23:02 The Company will supply the Union with the names, titles and departments of forepersons, superintendents and representatives of the Employee Relations Department Staff who may be called upon to act with respect to the administration of this Agreement. Such information will be supplied to the Union on the occasion of the signing of the Agreement and on a quarterly basis thereafter.

Article 24
INFORMATION TO THE UNION

24:01 Copies of all notices which are posted on the plant bulletin boards, which deal with hours, wages or working conditions, will be sent to the President of the Local Union.

Article 25
NOTICES

- 25:01 The Company agrees to post in its plant, Union notices announcing Union meetings or social events, subject to the following conditions:
- (a) Such notices shall first receive the stamped approval of the Company prior to posting.
 - (b) No change shall be made in any such notice, either by the Company or by the Union, after it has received the stamped approval of the Company.
 - (c) Such notices will be posted in a section exclusively for Union notices.
- 25:02 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature except with the written permission of the Company.

Article 26
JURY DUTY & SUBPOENA'D WITNESS

26:01

An employee who is called for Jury Duty or subpoena'd to appear as a witness will receive for each day of absence therefore the difference between pay lost, computed at the employee's hourly wage rate and the amount of jury fee received or any payment made for appearing as a subpoena'd witness, provided that the employee furnishes the Company with a certificate of service signed by the Clerk of the Court, showing the amount of jury fee or witness fee received.

Article 27
BEREAVEMENT PAY

27:01 Subject to the following regulations the Company will make payment of wages:

- (a) Such employee except for the death and funeral would otherwise be at work.

27:02 Members of the employee's immediate family are defined for the purposes of this agreement as:

- (a) spouse, son, daughter, father, mother, sister, brother, father-in-law and mother-in-law, and
- (b) grandfather, grandmother, grandson and granddaughter, and
- (c) brother-in-law, sister-in-law, son-in-law, daughter-in-law.

27:03 An employee will receive payment for the time lost from his regularly scheduled hours on the following basis:

- (a) Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift up to eight (8) hours per day, exclusive of overtime and other forms of premium pay.
- (b) Payment will be made for up to five (5) days' absence in the case of the death of a member of the employee's immediate family as defined in 27:02 (a) and in such case, the time to be paid for may be any five consecutive working days from the day of death.
- (c) Payment will be made for one day's absence, to attend the funeral, in the case of the death of a member of the employee's immediate family as defined in 27:02 (b) and (c).
- (d) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his immediate family.

27:04 An employee will not be eligible to receive payments under this Agreement for any period in which he is receiving other payments in the form of vacation pay, specified holiday pay, disability benefit or workers' compensation.

Article 28
RECOGNITION OF SENIORITY

28:01

Those employees formerly employed by Westinghouse Canada Limited who accepted employment with the Company on January 1st, 1970, will have their previous seniority with Westinghouse Canada Limited as at December 31st, 1969 (and as set out on "Seniority List dated January 1, 1970" provided to the Union) recognized for the purpose of seniority with the Company. In the application of Article 13, Seniority, in calculation of the periods within which seniority rights may be exercised by such employees shall include the period of time in the employ of Westinghouse Canada Limited.

Article 29
DURATION AND TERMINATION

- 29:01 This Agreement shall remain in effect until April 22, 2001, and unless either party gives to the other party written notice of termination or of its desire to amend the Agreement, then it shall continue in effect for a further year without change.
- 29:02 Notices that amendments are required or that either party intends to terminate the Agreement may only be given within a period of ninety (90) to seventy (70) days prior to the expiration of this Agreement.
- 29:03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating such proposals within fifteen (15) days after the giving of such notice, if requested so to do. Such negotiations shall not continue beyond the expiration date of the Agreement or extension unless the parties mutually agree to extend the period of negotiations.

Article 30
COST OF LIVING

30:01

Following the release by Statistics Canada of the National All Items Consumer Price Index (base 1981 = 100) for June 1999, the Company shall compare such Index figure with the Consumer Price Index for March 1999. A cost of Living allowance of one (1) cent for each full .147 point rise by which the June 1999 Index is higher than the March 1999 Index will be added to all labour grade job rates. Such Cost of Living will be effective as of the commencement of the first pay period after the Index for June 1999 is published.

30:02

Following the release by Statistics Canada of the Consumer Price Index for September 1999, the Company shall compare such figure with the Consumer Price Index for June 1999. A Cost of Living allowance of one (1) cent for each full .147 point rise by which the September 1999 Index is higher than the June 1999 Index will be added to all labour grade job rates. Following the release by Statistics Canada of the Consumer Price index for December 1999, the Company shall compare such figure with the Consumer Price Index for September 1999. A Cost of Living allowance of one (1) cent for each full .147 point rise by which the December 1999 Index is higher than the September 1999 Index will be added to all labour grade job rates. Following the release by Statistics Canada of the Consumer Price Index for March 2000, the Company shall compare such figure with the Consumer Price Index for December 1999. A Cost of Living Allowance of one (1) cent for each full .147 point rise by which the March 2000 Index is higher than the December 1999 Index, will be added to all labour grade job rates. Following the release by Statistics Canada of the Consumer Price Index for June 2000; September 2000, December 2000, and March 2001, the Company shall in a like manner, compare the Index figure for the third month immediately previous thereto. A Cost of Living Allowance of one (1) cent for each full .147 points by which the Index for the month concerned is higher than the index for the third month immediately previous thereto will be added to all labour grade job rates.

Such Cost of Living allowance will be effective as of the commencement of the first pay period after the Index for the month concerned is established.

- (a) The aggregate of the Cost of Living Allowances payable from June 1999, September 1999, December 1999, and March 2000 Index with that of the third month immediately previous thereto shall not exceed a maximum payment of fifty (50) cents. However, if this figure is not reached, any unused portion may be applied to the following year.

- (b) The aggregate of the Cost of Living Allowances payable from June 2000, September 2000, December 2000 and March 2001 Index with that of the third month immediately previous thereto shall not exceed a maximum

payment of fifty (50) cents.

30:03 Cost of Living Allowance established pursuant to Sections 30:01 and 30:02 hereof shall not be paid nor form the basis of payment for hours treated as overtime hours for which a premium is to be paid.

30:04 The continuance of the Cost of Living Allowance shall be contingent upon the availability of the relevant Statistics Canada Consumer Price Index in its present form and on the same base period of 1981 = 100.

Article 31
JOB NOTIFICATION

- 31:01 When a vacancy occurs within the plant, the vacancy shall be posted on the appropriate bulletin boards for a period of five (5) working days.
- 31:02 Included on the job posting shall be the Job Title, Job Code and Location.
- 31:03 Employees interested in the position shall complete a *Response to Job Position Vacancy* and submit it to the Employee Relations Department within the five-day posting period.
- 31:04 Where the applicants' skills and abilities as they relate to the performance of the job functions as outlined in the job identifications are equal, seniority shall be the deciding factor.
- 31:05 If there is an open job and no applicants with the required skill and ability apply, the position will be filled by other means.
- 31:06 If an employee accepts a job under the Job Notification System, no other transfer will be considered for a period of six (6) months from date of transfer.

APPENDIX "A"

LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES

Effective April 23, 1998

Schedule #1

PROGRESSION STEP RATES

<u>LABOUR GRADE</u>	<u>JOB RATE</u>	<u>START RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>
1	17.765	17.765	0.000	0.000
2	17.874	17.765	17.874	0.000
3	18.036	17.874	18.036	0.000
4	18.146	18.036	18.146	0.000
5	18.319	18.146	18.319	0.000
6	18.454	18.319	18.454	0.000
7	18.576	18.319	18.454	18.576
8	18.784	18.454	18.576	18.784
9	19.199	18.576	18.784	19.199
10	19.747	19.084	19.499	19.747
11	20.273	19.589	19.837	20.273
12	21.046	20.337	20.773	21.046
13	22.053	21.283	21.556	22.053
14	22.530	21.726	22.223	22.530

NOTE: \$0.11 C.O.L.A. increase added to all rates effective May 1, 1998.

APPENDIX "A"

LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES

Effective April 23, 1999

Schedule #1

PROGRESSION STEP RATES

<u>LABOUR GRADE</u>	<u>JOB RATE</u>	<u>START RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>
1	18.125	18.125	0.000	0.000
2	18.234	18.125	18.234	0.000
3	18.396	18.234	18.396	0.000
4	18.506	18.396	18.506	0.000
5	18.679	18.506	18.679	0.000
6	18.814	18.679	18.814	0.000
7	18.936	18.679	18.814	18.936
8	19.144	18.814	18.936	19.144
9	19.559	18.936	19.144	19.559
10	20.107	19.444	19.859	20.107
11	20.633	19.949	20.197	20.633
12	21.406	20.697	21.133	21.406
13	22.413	21.643	21.916	22.413
14	22.890	22.086	22.583	22.890

APPENDIX "A"

LABOUR GRADE JOB RATES AND
PROGRESSION STEP RATES

Effective April 23, 2000

Schedule #1

PROGRESSION STEP RATES

<u>LABOUR GRADE</u>	<u>JOB RATE</u>	<u>START RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>
1	18.375	18.375	0.000	0.000
2	18.484	18.375	18.484	0.000
3	18.646	18.484	18.646	0.000
4	18.756	18.646	18.756	0.000
5	18.929	18.756	18.929	0.000
6	19.064	18.929	19.064	0.000
7	19.186	18.929	19.064	19.186
8	19.394	19.064	19.186	19.394
9	19.809	19.186	19.394	19.809
10	20.357	19.694	20.109	20.357
11	20.883	20.199	20.447	20.883
12	21.656	20.947	21.383	21.656
13	22.663	21.893	22.166	22.663
14	23.140	22.336	22.833	23.140

Signed by the parties hereto on the 24th day of November, 1998 at Stoney Creek.

Westinghouse Railway (Canada) Ltd.:

K.P. Conner

C.E. Strongman

R. Withers

J. Upson

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada),
On Behalf of Local 558:

J. Pickup

S. Jefferies

J. Jansen

W. Smith

National Automobile, Aerospace Transportation and General Workers Union of Canada
(CAW-Canada):

S. Farkas

LETTERS

Letters Between The Company And The Union

Letters From The Company To The Union

Letter A

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm the understanding between the parties with respect to the Collective Agreement dated April 23, 1998, although not forming a part thereof, relating to Section 13:04 of the Agreement.

Subject to the Company's operating requirements, each supervisor will endeavour to apply the provisions of Section 13:04 as uniformly as possible amongst the employees of his department being laid off thereunder. It is not the Company's intent that the total fifteen (15) days will be applied in one (1) continuous layoff. Subject to the same consideration as set out above, if there is work available in the Plant, during vacation shutdown with respect to employees affected by Section 13:04, such employees will be offered temporary assignments to jobs which they are qualified to perform at the appropriate job rate.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

Letter B

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, where an employee is given notice of recall from layoff, the Company will not unreasonably insist on employees accepting employment where the Company anticipates that employment following recall will be of 4 weeks or less.

In this connection, it must be understood, however, that in granting or withholding this arrangement to employees in receipt of such notice, the Company will not be held in violation of the recall provisions of the Seniority Article of the Collective Agreement, nor will the employee lose his other recall rights.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, the Company will continue its policy with respect of requiring that all employees take vacations of up to four weeks when scheduled within the calendar year. It follows, therefore, that employees will not be permitted to receive vacation pay without taking off from work the corresponding amount of vacation time to which they are entitled.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, the Company agrees to provide, covering the payroll periods immediately following first pay ending following the signing of the Collective Agreement, the first pay ending following April 23, 1999, the first pay ending following April 23, 2000 and the first pay ending in January 2001, a listing of all job classifications, the Job Rate, the number of persons at each individual rate within each classification, and set out said information for each Labour Grade in ascending order of grades.

The report will have the following format:

<u>Classification</u> <u>Code</u> <u>Title</u>	<u>Labour</u> <u>Grade</u>	<u>Job</u> <u>Rate</u>	<u>No. of</u> <u>Employees</u>	<u>Individual</u> <u>Hourly Rate</u>
---	-------------------------------	---------------------------	-----------------------------------	---

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming part thereof, the Company will provide for the discontinuance of recorded discipline of employees as outlined below.

<u>Discipline</u>	<u>Withdrawal</u>
Verbal	One (1) calendar year.
Verbal + Written	Three (3) calendar years from date of Written.
Verbal + Written + Suspension	Five (5) calendar years from date of Suspension.
Written (alone)	Five (5) calendar years from date of Written.
Suspension (alone)	Five (5) calendar years from date of Suspension.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union

1
For its Local 558

of Canada (CAW-Canada)

Letter F

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming part thereof, the Company will indicate on each employee's year-end statement (T-4), the amount deducted from pay equivalent to Union dues.

In addition, every two weeks, the Company will provide the Union with a list of the employees from whose pay has been deducted an amount equivalent to Union dues for the pay period concerned, the amount of such deduction and the accumulated amount deducted to date during the year. In addition, this list will indicate those employees from whom no deductions have been made for the pay period concerned with the reasons therefore.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

Letter G

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, and in the event that the Company schedules vacations on a shutdown basis by Department or Plant, employees will be given at least one year's notice in advance of the dates of such shutdowns which occur during the months July and August. In those instances where shutdown periods are scheduled at times other than July and August, the Company agrees to give as much advance notice as possible to employees.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

Re: Change of Address Cards

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, the Company will give each employee going on indefinite layoff a change of address card which will be completed at the time of layoff.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558 ¹

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, the Company is prepared to re-employ and train Company employees with seniority instead of hiring new persons, provided such Company employees have the required basic qualifications and can be trained for the available job openings, at a cost and within time limits which permit continued efficient operations.

Accordingly, during the life of the present Agreement the Company will notify the Union of openings within job classifications for which new employees may be required. The Union may then propose to the Company the names of employees on the recall list for consideration by the Company as candidates for placement and training in the job openings. The Union's proposal should reach the Company as quickly as possible, it being understood that if it is received later than 72 hours from the time of the Company's notification to the Union, it may not be possible, dependent on the urgency of the need for a new employee, for the Company to consider the Union's proposals.

In the event there is a further requirement within the job classification which would involve a duplication of information to the Union (with no additions to the recall list) the original notification will be assumed to be in effect.

The Company will assess the qualification of individuals proposed by the Union and determine whether, with training, they can qualify for the job openings in time to meet the Company's operating requirements. A new employee will be hired by the Company if no candidate proposed by the Union, or no others on the recall list considered by the Company, are found to be qualified or eligible for training.

It is understood where an employee is recalled by the Company for training to qualify for a job opening, the nature and duration of training shall be determined by the Company.

Letter I cont'd.

It is understood that the subject of this letter, including the Company's selection or non-selection of a Union-proposed candidate may not form the subject for a grievance.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, the Company is prepared to make arrangements whereby the lost time of Stewards and the Grievance Panel Members and Job Evaluation Representative, pursuant to Article 17, and leaves of absence pursuant to Section 15:02, shall be paid by the Company on the condition that the Union will reimburse the Company for payment in excess of that to be made by the Company under Section 17:05 not later than the tenth (10th) day of each month as heretofore. Therefore, for the purpose of these arrangements Sections 15:02 and 17:03 will need to be administered in such a way so that a time card, as provided by the Company, shall provide a record of the reason including a reasonable explanation for the requested absence.

In addition to the reimbursement as set out above, the Union will pay the Company a sum of money equal to seventeen (17) percent of the hours of lost time multiplied by the employee's gross hourly wage rate.

The seventeen (17) percent payment will cover Company participation and contributions plus Company administrative cost for the following items:

- a) Supplementary Medical Plan (Major Medical)
- b) Group Life Insurance
- c) Canada Pension Plan
- d) Workers' Compensation
- e) Unemployment Insurance
- f) O.H.I.P.
- g) Accidental Death and Dismemberment
- h) Dental Plan

Letter J cont'd.

Nothing in the above will relieve an employee from his own contributions for benefit coverage.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

1

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

Re: Union Representation

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, it is recognized by the parties that from time to time changes in the physical layout of departments or changes in the scheduled hours of work may result in some groups of employees lacking adequate Union representation as compared with that enjoyed by other employees.

It is also recognized by the parties that changes in department layout or the number of supervisors assigned to an area may result in greater steward representation than is necessary.

In either of such situations, where it appears to either the Union or the Company that the normal application of Article 17:02 is resulting in inadequate or excessive steward representation, a meeting may be requested by the Company or the Union to discuss and rectify the situation.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, where an employee's regular work week of 40 hours includes 8 hours of work Saturday and Sunday, he shall be paid the same amount of cost of living allowance, applicable to the straight time hours of the other days in his regular work week, to a maximum of eight (8) hours on Saturday and Sunday and forty (40) straight time hours in the week.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, this letter will serve to confirm the Company's stated intention regarding the institution of new manufacturing processes and its subsequent effect, if any, on its bargaining unit employees.

To the extent that the Company institutes new manufacturing processes and such processes are expected to result in the reassignment or dislocation of bargaining unit employees, the Company will notify the Union as soon as practicable. The Company agrees to meet with the Union, at the Union's request, for the purposes of discussing the effects of the change on such bargaining unit employees. The parties recognize that the nature of a process change can result in various and distinct effects on the assignment of incumbent employees. Therefore, the aspects of each process change will have to be dealt with on an individual basis. Subjects for discussion shall include initial assignment of effected employees, wage rate changes as a result of transfers of employees to lower-rated jobs and any training that might be required for the incumbent employees.

Changes in manufacturing "processes" are defined as substantial changes in the method by which parts are produced which would result in the displacement of one or more bargaining unit employees from their assigned job.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

ces

Letter M cont'd.

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

Further to our discussion regarding temporary work assignments, the Company's present administration is as follows:

When a temporary assignment is made for the purpose of utilizing the employee's skill to meet production requirements or emergency situations, the employee is paid the higher of his regular hourly rate, or at the rate he would qualify for if transferred under Sections 9:10 (b) of the Collective Agreement. Such rate applies for the duration of the assignment to a maximum of six weeks, except that no such payment is made for an assignment of less than four hours in duration.

Assignments arising out of situations where alternate work is provided for reasons such as temporary work shortages, production delays, tool or material shortages, no change in rate is made.

The practical application of the above administration may from time to time require changes which will be made consistent with the terms of the Collective Agreement. If such changes are made, the Company will be pleased to confer with the Union in order to discuss the matter.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

Letter O

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

Please find enclosed copies of the notice of layoff and notice of recall forms which will, in future, be used by the Company.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

NOTICE OF LAYOFF

NAME:

BADGE:

DEPARTMENT:

It has become necessary to inform you that effective _____ you are on notice of layoff, and notice is hereby given in accordance with the terms of the Collective Agreement. Your last day worked will be _____.

You may, if you wish, request an interview in the Employee Relations Department, provided the request is made of your foreperson no later than two working days following receipt of this notice. Such interview will then take place no later than two working days following receipt of the request. You may have your Chief Steward present at this interview if you choose to do so.

At the end of your notice period, you will please turn in your badge, lock and locker key, at the Employee Relations Department, for necessary clearance affecting such matters as your Separation Certificate, Vacation Pay, etc.

Employee's Signature

Foreperson or Supervisor

I wish to have the Company retain my Vacation Pay to which I am now entitled, for payment to me on July 31, 19__.

Employee's Signature

Date: _____

NOTICE OF RECALL

By Registered Mail

We are pleased to advise you that you are to report immediately to the Employee Relations Department regarding your recall to employment.

It is in your own interest to get in touch with us immediately and in any event, you may not exceed three working days in advising the Company of your intentions to return to work.

Failure to report will disqualify you from recall rights and will, therefore, result in loss of seniority.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

Letter P

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm the understanding between the parties with respect to the Collective Agreement dated April 23, 1998, although not forming a part thereof, it is the Company's intent, to the extent practicable, to give employees one (1) week's notice of shift change.

Emergency situations, when they arise, may require that less notice be given.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm the understanding between the parties with respect to the Collective Agreement dated April 23, 1998, although not forming a part thereof, relating to Section 22:07 of the Collective Agreement.

Employee interviews with the Chief Steward or his designate will be for five (5) minutes multiplied by the number of employees present at the interview.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

Letter R

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will serve to confirm it is not the Company's intention, except in emergency situations or in other circumstances beyond the Company's control, that its salaried employees should perform work which is normally performed by bargaining unit employees.

However, this will not preclude salaried employees from performing normal training, teaching, instructing, experimental development, research and annual inventory work.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

Letter S

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

When a grievance filed with the Company, as provided for by Section 9:05 of the Collective Agreement is processed to arbitration, a Union Committee upon request may view the disputed job, and up to three (3) jobs considered by the Union to be related to the disputed job.

The request for viewing the jobs will be made within three (3) working days after the date the grievance is processed to arbitration.

The Committee of the Union will be comprised of a full-time official of the Local Union, the Union Chief Steward, and the Union Job Evaluation Representative.

Viewing of the above referred to jobs will take place during normal working hours and within fourteen (14) days from the time the request is made.

The appropriate time for viewing the jobs referred to during the fourteen (14) days mentioned above will be arranged by the Company.

The Company shall not be responsible for the payment of any lost time in this connection.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming part thereof, the Union recognizes that it may be necessary for the Company to implement job classifications without benefit of job identifications and factor ratings. In such cases, the Company will establish a "provisional" job classification and notify the Union within three (3) working days of its implementation. The Company will notify the Union if a final job classification cannot be issued within a period of three (3) months from the date the Union was first notified of the "provisional" job classification.

It is understood and agreed that the grievance procedure cannot be exercised until the final job classification is issued. In the event that such job classification is ranked in a labour grade that is higher than that of the provisional job classification, the resulting difference in job rate will be paid retroactively for all hours worked in such job classification to the date the provisional job classification became effective.

In the event a change in the work content has taken place since the date of implementation of the provisional classification, and such change results in the job classification being ranked in a higher labour grade, retroactivity for such change will be paid for all hours worked in such job classification to the date of the change.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm the understanding between the parties with respect to improvements resulting from any new pension legislation. These improvements will become effective upon the date the legislation is passed and proclaimed effective by the government.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

Re: Long Term Disability Benefit Plan

For the duration of the Agreement on the Long Term Disability Benefit Plan effective April 23, 1998, although not forming part thereof, it is the Company's practice that no benefit under this Agreement will be paid for disabilities resulting from an employee engaging in a criminal act or while the employee is confined to a penal institution.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, employees with twenty (20) or more years of pensionable service, who are participants in the Group Life Insurance Plan, shall have their amount of insurance increased by \$500.00 at no cost to the employee.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm the understanding between the parties with respect to the Collective Agreement dated April 23, 1998, although not forming a part thereof, relating to Continuous Operations.

The purpose of implementing a continuous shift operation is to fully utilize expensive equipment and to allow the purchase of new equipment. This in turn will help enable us to bid competitively and obtain additional work. This application would be limited to C.N.C. operators working the more expensive equipment. Not all present C.N.C. operators will be affected by this schedule. Any further extensions to this would be by mutual consent of the Union and the individuals concerned. Approval of this agreement will not automatically result in implementation of a continuous shift, unless the volume of work justifies it.

The expensive equipment referred to above is identified as the two existing Hitachi Seiki machining centres, plus two new smaller horizontal machining centres to be used in conjunction with the above machines. Prior to the arrival of these new machines, some experimental work is planned by combining existing N.C. equipment with the above Hitachi Seikis.

This Letter will be for a trial period of nine (9) months from date of implementation to be renewed by mutual consent of the Company and Union representing the individuals concerned.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

Letter Y cont'd.

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

Letter Z

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

In the event that the Company finds it necessary to relocate any part of its present operation within the Stoney Creek, Hamilton-Wentworth boundaries, it would be the Company's intention to enter into discussion with the Union concerning representation and extension of coverage under the terms of the Collective Agreement at the new Company location.

Yours very truly,

Cheryl E. Strongman
Manager
Employee Relations

/ces

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This letter will serve to confirm the understanding between the parties concerning the issue of continuous operations schedules as they relate to the Company's operations in Stoney Creek, Ontario.

It is understood that the Letter of Understanding Y concerning the Parties' agreement for continuous operations on the Hitachi Seikis is renewed and has application in that limited context only. Letter Y is regarded as the letter only and includes no attachment.

Further, the Company intends to pursue continuous operations schedules on other equipment, some of which is already located in the Plant and some of which may in the future be considered for location in Stoney Creek. It is agreed by the Parties that the aforementioned Letter Y holds no precedent value for future agreements, which will be designed for the specific circumstances and conditions that exist at that point in time.

The Union understands that the Company considers the ability to operate the equipment, in which it has invested and may potentially invest, in an economical manner which maximizes the value of the asset and permits the Company to accomplish the maximum return on its investment. The Company believes that the ability to operate equipment continuously and at a reasonable cost to be critical to the long-term survival of the Stoney Creek facility.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

Letter AA cont'd.

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, it is the intent of the Company to schedule, based on employee preference and seniority, at least two weeks of vacation for each employee during the calendar months of July and August of each year. It is recognized that the Company can only fulfil this intention if employees comply with the established administrative procedures for vacation selection.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm the understanding between the parties with respect to Weekend Work.

Duration: To be determined at date of implementation with a minimum period and commitment of 3 months.

The number of employees and positions required to be stated at the point of implementation. These positions will be filled by the incumbents on the job, followed by the Job Notification System.

Full program commitment from employees scheduled on Weekend Work.

Article 4 - Reporting for Work

Section 4:03 - Modify to read "However, in the event such notice is not given and such absence exceeds one working day, he shall not qualify for work or pay pursuant to Sections 4:01 and 4:02 unless he has informed the Company by no later than 12:00 noon on the day prior to his normally scheduled shift that he will be returning to work. Should such absence exceed the hours scheduled for one weekend, the employee must give the Company advance notice of return to work of 2 days prior to his normally scheduled shift."

Section 4:04 - Modify to read "Employees who are called in outside of their regularly assigned hours during the weekend will receive not less than three hours' work or pay at the appropriate weekend rate."

Article 6 - Hours of Work and Overtime

Section 6:02, 6:03, 6:04 and 6:06 do not apply.
No crossover on overtime.

Letter CC cont'd.

Article 7 - Specified Holidays

Annual vacation must be taken prior to the Christmas holidays.

1 weekend = 1 week of vacation

Holiday Pay

If a holiday falls on the days of Monday through Friday, the pay will be 8 hours at regular in-week rate.

If a holiday falls on Saturday or Sunday, the pay will be 12 hours at weekend rate.

Article 9 - Wages

For the purpose of this Weekend Work agreement, wages shall be 1-2/3 the applicable rate specified in Article 9:03.

Article 10 - Shift Bonus

Shift premium applied to all hours worked.

Article 13 - Seniority

1 weekend = 5 days

Discontinuance of Weekend Work: Employees will be returned to the in-week schedule in accordance with Article 13.

In the event of a reduction in the workforce in other areas of the plant, employees covered by Article 13 shall only be required to exercise seniority in jobs covered by the normal hours of work referred to in Article 6:01.

Article 14 - Probationary Employees

1 weekend = 5 days while on Weekend Work agreement.

Article 22 - Check-Off

Union dues will be calculated on the basis of 2.33 times the in-week rate.

Article 26 - Jury Duty & Subpoena'd Witness

Article 27 - Bereavement Pay

If either leave involves Saturday and/or Sunday, the Company will pay 12 hours at the weekend rate per day.

Long Term Disability Plan

1 weekend = 5 days

L.T.D. paid on normal basis of 2/3 of in-week hourly rate after 4 days

Letter CC cont'd.

Pension Plan

Pensionable service will accrue at the rate of 20 hours for each 12-hour shift worked.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Attention: Mr. J. Pickup

Dear Sir

This will confirm the understanding between the Parties with respect to the Collective Agreement dated April 23, 1998, although not forming a part thereof, whereby the Parties agree to meet during the term of the Collective Agreement for the purpose of discussing the Job Evaluation Plan as it is related to this facility. It is acknowledged that this letter does not amend or abridge the rights and responsibilities of the Parties as defined in the Collective Agreement. It is further agreed that any amendments to the Job Evaluation Plan must be reduced to writing.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

Letter FF

Steve Farkas, C.A.W. National Representative
National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
Local 558
887 Langs Drive, Unit 11
Cambridge, Ontario
N3H 5K4

Dear Sir

Re: Paid Education Contribution Fund

This will confirm that for the duration of the Collective Agreement dated April 23, 1998, although not forming a part thereof, the Company will contribute, on behalf of the employee, to CAW Paid Education Leave Fund.

This contribution will be based on 2 cents per hour worked, not including overtime hours, and remitted to the CAW in a manner prescribed by the Union.

This contribution will be dedicated to the education of bargaining unit employees.

Yours very truly

Cheryl E. Strongman
Manager
Employee Relations

/ces

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 558

For the National Automobile, Aerospace,
Transportation and General Workers Union
of Canada (CAW-Canada)

For its Local 558

March 3, 1998

Mr. J. Pickup
National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Dear Sir

Re: LTD Eligibility

This letter shall serve to outline the Parties' agreement concerning the interpretation of Article 5 a)(i) of the Long Term Disability Plan for the term of the current Collective Agreement.

The subject article deals specifically with exceptions to the four-day waiting period required prior to the commencement of LTD benefits. The two exceptions are absence due to accident or illness and disability as a result of admission as an in-patient in the hospital. Due to the advancement of certain medical techniques, certain conditions which have historically required admission as an in-patient are now being performed on an out-patient basis, thus making those conditions ineligible for exemption from the four-day waiting period. While the Parties recognize that the actual procedure may no longer require admission, in most cases the convalescence period has not been substantially reduced. The current language in the plan is an attempt to differentiate more serious operations, requiring extended convalescence, from minor operations requiring only short-term absences from work. In the past, it was possible to make such a differentiation based on in-patient or out-patient status. Clearly, that is not the case currently as demonstrated by the example above.

Therefore, for the term of this agreement we will deem, for the purpose of the subject article, any disability treated on an out-patient basis, anticipated to last more than four days, which has historically been eligible for a waiver to be still eligible for such waiver.

LTD Eligibility – Letter GG cont'd.

March 3, 1998

Page 2

Such operations shall include, but not be limited to, gall bladder removal and cataract removal. At the conclusion of the current contract, the parties will analyze those conditions that have been granted a waiver and those that have not. They will then draft new language for the plan which will memorialize the Parties' practice over the three years.

Yours truly

Cheryl E. Strongman
Manager
Employee Relations

ces

March 3, 1998

Mr. J. Pickup
National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Dear Sir

Re: Severance Allowance/Plant Closure or Product Relocation

This letter will confirm the Company's position regarding the above-captioned as stated in the current collective bargaining process.

The Company does not currently have a plan to close the Stoney Creek facility or to relocate a product line which will trigger the newly-agreed-to severance allowance language. It is understood that this statement does not prohibit the Company from developing and implementing such a plan in the future.

Yours truly

K.P. Conner
Vice-President
Employee Relations

KPC:ces

March 3, 1998

Mr. J. Pickup
National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
307 Queenston Road
Hamilton, Ontario
L8K 1H3

Dear Sir

This letter will confirm our agreement relating to the payment of severance allowance pursuant to Article 13:15 of the Collective Agreement.

Once a Plant Closure or Product Line Relocation has been announced and the implementation has resulted in the application of the terms of Article 13, employees so affected will be placed on the recall list and identified as being eligible for severance pay. Such employees may, at any time that they retain recall rights, elect to terminate their recall rights and collect any severance pay to which they are entitled under the terms of Article 13.

Yours truly

K.P. Conner
Vice-President
Employee Relations

KPC:ces

AGREEMENT effective the twenty-third day of April 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its plant in Stoney Creek,
Ontario

(hereinafter called the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
and its Local 558

(hereinafter called the "Union")

GROUP LIFE INSURANCE

GROUP LIFE INSURANCE PLAN

Effective April 23, 1998, the Company will make available \$21,000 (\$22,000 effective April 23, 1999; \$23,000 effective April 23, 2000) of Group Life Insurance for employees represented by the Union, at no cost to the employees. Employees may purchase additional coverage in increments of \$1,000 to a maximum of \$30,000 (\$31,000 effective April 23, 1999; \$32,000 effective April 23, 2000) through payroll deduction at the rate of 50 cents per month per \$1,000 of insurance.

2.
 - a) Any current employee who wishes to apply for coverage provided in this Agreement must provide evidence of insurability satisfactory to the Insurance Company.
 - b) A new employee will be given the opportunity to participate within 30 days of his starting date in active employment. If, for any reason, coverage is declined initially, such coverage may not be secured later without evidence of insurability satisfactory to the Insurance Company.
3. An employee must be actively at work on the effective date of this Plan to be eligible for coverage under the terms of the Plan. Otherwise, the terms of any former Plan that was in effect on the date the employee's absence commenced will remain in effect until the first day of return to active employment when the employee will be eligible for coverage under this Plan.
4. The Company will provide, at its expense, \$7,000 of Life Insurance for employees represented by the Union who retire on pension under the provisions of the WABCO Pension Plan.
5. Group Life Insurance terminates at:
 - (a) the date employment terminates in the case of voluntary termination or dismissal.
 - (b) the date an employee retires under the provisions of a Company Pension Plan.
 - (c)
 - (i) the end of the month following the month in which an employee, with less than one year of pensionable service, was laid off, or
 - (ii) the end of the third month following the month in which an employee, with one or more years of pensionable service, was laid off

except that the continuation of coverage provided above shall cease:

1. upon the date a laid-off person becomes employed.

2. upon a laid-off person declining a recall to employment extended to him by the Company or failing to report for work on notice of recall.
- (d) (i) the date an employee completes 52 consecutive weeks of absence from work on an authorized leave of absence, or
- (ii) the date an employee, other than an employee referred to in Section 5 (a) or (b) above, when absent from work due to a disability verified to the satisfaction of the Company, including a disability accepted as such by a Workplace Safety and Insurance Board, reaches the maximum period of coverage allowable under the following schedule:

<u>Employee's Pensionable Service at Date Disability Commenced</u>	<u>Maximum Period of Coverage</u>
Less than 1 year	52 weeks
1 year, but less than 5 years	78 weeks
5 years, but less than 10 years	104 weeks
10 or more years	Until retirement or death

Any such insurance terminated under (c) or (d) above shall be reinstated automatically on the date of return to active employment with the Company.

6. The death benefit, conversion privilege and the total and permanent disability benefit shall be subject to the terms and conditions of the policy with the Insurance Company. See Attachment A.
7. In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in writing to the Union, may in respect of employees engaged therein, suspend in whole or in part the provisions of this Agreement and likewise the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice it shall automatically be deemed to be void.

Any coverage provided herein which has been terminated as above shall be reinstated on the date the employees return to work.

It is agreed that no matter respecting the Group Life Insurance or this agreement nor any difference arising thereunder shall be subject to grievance or arbitration.

Life Insurance for Employees

The life insurance is payable in the event of your death from any cause at any time or place while you are insured. Payment will be made in a lump sum or instalments to the beneficiary or beneficiaries designated by you. The beneficiary or beneficiaries may be changed whenever you wish in accordance with Provincial laws.

Total and Permanent Disability Benefit

If proof is furnished to the Insurance Company while insured and before attaining the age of 65 you became totally and permanently disabled, namely that due to illness or injury, you are not engaged in yours or any other gainful occupation and will continue to be unable for life to engage in any gainful occupation for which you are or may reasonably become, fitted by education, training or experience and have been so disabled continuously for at least six months, the amount of your life insurance at the time disability commences will be paid to you in a lump sum or, at your option, instalments equal to \$18 per \$1,000 of insurance instead of your beneficiary at death. Proof of permanent and total disability must be filed with the Insurance Company within 12 months following the date you cease active work. The Insurance Company will be allowed to examine you when and as often as it may reasonably require before approving the proof of total and permanent disability. If you die before the full amount of your Insurance, plus interest, has been paid to you, the remaining amount will be paid to your beneficiary or beneficiaries, if living, otherwise to your estate.

If you recover and again become eligible for Employee Life Insurance, the amount of your Insurance will be reduced by the amount paid to you unless you submit evidence of insurability satisfactory to the Insurance Company, at your expense.

Conversion Privilege

- (a) If your life insurance of any amount of such insurance ceases because of termination of employment, or termination of membership in the classes of employee eligible for insurance, or because of age, pension or retirement, you may, by written application without evidence of health and upon payment of the first premium within 31 days thereafter, convert such amount, or a lesser amount at your option, but not less than the minimum amount issued by the Insurance Company and not more than \$200,000, to individual life insurance, without disability or other supplementary benefits. You may

select the individual policy from any one of the forms, other than term insurance, then issued by the Insurance Company except that if you have not passed your 65th birthday you may select an individual policy of term insurance for

- (1) a period of not longer than one year and may, before the expiry date of such individual policy, convert, without evidence of health, the full amount of such policy or, at your option, a lesser amount but not less than the minimum amount for which the Insurance Company will issue such individual policy, to any other type of policy to which you were entitled; or
- (2) the period ending on the policy anniversary nearest your 65th birthday.

The individual period will take effect upon the expiry of the 31-day conversion policy, and the premiums will be at the Insurance Company's regular rate for the type of policy selected, according to your attained age and the class of risk to which you then belong.

- (b) If your life insurance is terminated because of the group policy being discontinued or amended, and if immediately prior to the date of discontinuance or amendment you had been insured for at least five continuous years, you will be entitled to the same conversion privilege as described in paragraph (a) above except that the amount determined as follows:
 - (1) if you have not passed your 65th birthday; the amount of your life insurance which terminated but not more than three times the current annual maximum pensionable earnings as established under the Canada Pension Plan, less the amount of any group life insurance for which you are or become eligible within 31 days after such termination, whether issued by the Insurance Company or by any other insurer; and
 - (2) if you have passed your 65th birthday; the amount of your life insurance which terminated, less the amount of any group life insurance for which you are or become eligible within 31 days after such termination, whether issued by the Insurance Company or by any other insurer, or \$2,000, whichever is less.
- (c) If you die during the 31-day period during which you are entitled to an individual policy in accordance with paragraph (a) or (b) above, and before the individual policy takes effect, the amount of life insurance available to you under the individual policy shall be payable as a claim under the group policy whether or not application for the individual policy has been made.

This agreement shall remain in effect until April 22, 2001.

SIGNED by the parties hereto on the day of

Westinghouse Railway (Canada) Ltd.

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
On behalf of Local 558

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

AGREEMENT effective the twenty-third day of April 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its plant in Stoney Creek,
Ontario

(hereinafter called the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
and its Local 558

(hereinafter called the "Union")

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

The Company will arrange with an insurance company for the provision of an Accidental Death and Dismemberment Insurance Plan for employees represented by the Union as set out herein.

1. EFFECTIVE DATE AND ELIGIBILITY

- (a) For the period an employee is covered under the Group Life Insurance Plan he will be covered under this Accidental Death and Dismemberment Insurance Plan at no cost.
- (b) An employee must be actively at work on the effective date of this Plan to be eligible for coverage under the terms of the Plan. Otherwise, the terms of any former Plan that was in effect on the date the employee's absence commenced will remain in effect until the first day of return to active employment when the employee will be eligible for coverage under this plan.

2. ACCIDENTAL DEATH AND DISMEMBERMENT

- (a) If an employee with coverage under the Plan suffers any of the losses set forth in the Schedule of Losses as a result of a non-occupational bodily injury caused by an accident, provided such loss occurs within one year after the date of the accident, the Insurer will pay the amount specified in the Schedule, for such loss, but in no event will more than \$21,000 (\$22,000 effective April 23, 1999; \$23,000 effective April 23, 2000) be paid in respect of all losses suffered as a result of any one accident.

SCHEDULE OF LOSSES

<u>For Loss of</u>	<u>Percentage of Principal Sum</u>
Life	100%
Both hands or both feet	100%
Both arms or both legs	100%
Sight of both eyes	100%
Sight of one eye	66-2/3%
Speech, or hearing of both ears	50%
Thumb and index finger of one hand or 4 fingers of one hand	33-1/3%
5 toes of one foot	12-1/2%

Percentage of

For Loss of, or Loss of Use of

Principal Sum

Arm or leg 75%

Hand or foot 66-2/3%

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

No more than 100% will be paid for all losses sustained in any one accident.

Loss of an arm or leg means severance at or above the elbow or knee joint; loss of a hand or foot means severance at or above the wrist or ankle joint; loss of a thumb, finger or toe means severance of the entire digit; loss of sight, speech, hearing or loss of use means loss that is total, cannot be recovered, lasts one year and is deemed to be permanent.

3. LIMITATIONS

No amount will be paid for a loss that results, directly or indirectly, from:

- (a) illness or disease of any kind; or
- (b) infection, unless the result of an accidental wound; or
- (c) medical or surgical treatment of other than an accidental injury; or
- (d) war, whether declared or not; or
- (e) insurrection, rebellion or participation in a riot or civil commotion; or
- (f) suicide or attempt thereat, while sane or insane; or
- (g) self-inflicted injury, while sane or insane; or
- (h) your commission of, or attempt to commit, an assault or criminal offence; or
- (i) an accident that occurs while the employee is in the care or control of a motor vehicle with a blood-alcohol level exceeding 80 mg. of alcohol in 100 ml. of blood.

4. BENEFICIARY DESIGNATION

Indemnity for loss of life will be payable to the beneficiary designated by the employee under the Group Life Insurance Plan.

5. TERMINATION OF INSURANCE

An employee's coverage under this plan will terminate on the date his coverage under the Group Life Insurance Plan terminates.

6. In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in writing to the Union, may, in respect of employees engaged therein, suspend in whole or in part the provisions of this Agreement and likewise the benefits provided, hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice it shall automatically be deemed to be void.

Any coverage provided herein which has been terminated as above shall be reinstated on the date the employees return to work.

It is agreed that no matter respecting Accidental Death and Dismemberment Insurance or this Agreement nor any difference arising thereunder shall be subject to grievance or arbitration.

This agreement shall remain in effect until April 22, 2001.

SIGNED by the parties hereto on the day of

Westinghouse Railway (Canada) Ltd.

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
On behalf of Local 558

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

AGREEMENT effective the twenty-third day of April 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its plant in Stoney Creek,
Ontario

(hereinafter called the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
and its Local 558

(hereinafter called the "Union")

SUPPLEMENTARY MEDICAL PLAN

SECTION I

1:01 DEFINITIONS

In this Plan, unless otherwise specifically provided,

- a) "dentist" or "oral surgeon" means a person duly qualified and legally licensed to practice dentistry.
- b) "ophthalmologist" (Oculist) means a Physician who is duly qualified and legally licensed to specialize in the care and treatment of the anatomy, functions and diseases of the eye.
- c) "optometrist" means a person who is duly qualified and legally licensed to measure the refractive powers of the eye and adapt prisms or lenses for the aid thereof.
- d) "dependent" means and shall include:
 - (i) the employee's legally married spouse, or common-law spouse as verified by the employee in writing.
 - (ii) the employee's unmarried children under 21 years of age for whom the employee has income tax exemption, but excluding any who are insured under (iii) hereunder.
 - (iii) any unmarried children who are students at a university or other institution of learning approved by the Company, provided, however, that any such children over 21 years of age have been insured under this and/or the former plan continuously from their 21st birthday.
 - (iv) any unmarried children over 21 years of age who are totally and permanently disabled, verified to the satisfaction of the Company and further provided that the dependent was totally and permanently disabled prior to age 21.
 - (v) the term "children" shall include stepchildren, adopted children, and foster children for whom the employee has income tax exemption and over whom the employee has legal custody and control as verified by the employee in writing.
- e) "employee" means a person in the service of the Company and residing in a province where there is a provincial government hospital or health plan that permits coverage as outlined herein.
- f) "expense" means a reasonable charge incurred by an employee or dependent, due to

complications or other proper and reasonable cause acceptable to the Insurer, unless otherwise specifically provided herein.

- g) "hospital" means an institution which is legally constituted as a hospital, which is open at all times and is operated primarily for the care and treatment of sick and injured persons as in-patients, which has a staff of one or more licensed physicians available at all times, which continuously provides twenty-four hour nursing services by graduate registered nurses, which provides organized facilities for diagnosis and major surgery and which is not primarily a clinic, nursing, rest or convalescent home or similar establishment, nor other than incidentally a place for alcoholics or drug addicts.
- h) "illness" means a bodily or mental disorder.
- i) "insurer" means the Aetna Life Insurance Company or any other successor carrier.
- j) "physician" or "surgeon" means a person duly qualified and legally licensed to practice medicine.

1:02 EFFECTIVE DATE AND ELIGIBILITY

- a) The effective date of this coverage is April 23, 1998 for all employees and their dependants provided the employee is actively at work on that date, or in receipt of benefits on that date from the Long Term Disability Benefit Plan.
- b) When an employee, other than an employee provided with coverage under Section 1:02 a) above, is not actively at work on the effective date of this Agreement, then he and his dependants become covered under this Agreement on the first day of his return to active employment.
- c) When an employee, other than an employee provided with coverage under Section 1:02 a) above, is not actively at work on the effective date of this Agreement, then he and his dependants will continue to be insured and entitled to the benefits according to the provisions of the Plan in effect at the date his absence commenced.

1:03 TERMINATION

- A. Employee insurance terminates at:
 - a) the date employment terminates in the case of voluntary termination or dismissal.
 - b) the date an employee retires under the provisions of a Company pension plan.
 - c) (i) the end of the month following the month in which an employee with less than one year of pensionable service, was laid off, or

- (ii) the end of the third month following the month in which an employee, with one or more years of pensionable service, was laid off,

except that the continuation of coverage provided above shall cease:

- (1) upon the date a laid-off person becomes employed.
 - (2) upon a laid-off person declining recall to employment extended to him by the Company or failing to report for work on notice of recall.
- d) (i) the date an employee completes 52 consecutive weeks of absence from work on an authorized leave of absence, or
- (ii) the date an employee, other than an employee referred to in Section 1:03 A (a) or (b) above, when absent from work due to a disability verified to the satisfaction of the Company, including a disability accepted as such by a Workplace Safety & Insurance Board, reaches the maximum period of coverage allowable under the following schedule:

<u>Employee's Pensionable Service at Date Disability Commenced</u>	<u>Maximum Period of Coverage</u>
Less than 1 year	52 weeks
1 year, but less than 5 years	78 weeks
5 years, but less than 10 years	104 weeks
10 or more years	Until retirement or death

Any such insurance terminated under (c) or (d) above shall be reinstated automatically on the date of return to active employment with the Company.

B. Dependent insurance terminates:

- a) when the employee's insurance terminates, except in the case of death of the employee, coverage will continue to the end of the month following the month in which the death occurred.
- b) when a child ceases to be a dependent.
- c) when in the case of a spouse divorce becomes final, or in the case of legal separation, in each case as determined by the Company.

1:04 GENERAL PROVISIONS

Payment will be made in accordance with the provisions of the Plan, provided it is determined in every instance that the expense is not in respect of services and supplies for:

- a) disabilities directly or indirectly or partially due to a criminal act or to the consequences and complications arising directly or indirectly therefrom when committed by the individual, or
- b) deliberate self-inflicted injury, or
- c) disabilities caused by, contributed to or resulting from war, declared or otherwise, or any incident pertaining thereto, or engaging in a riot, or
- d) a dependent during a period of hospital confinement which began prior to the date the employee became insured, or
- e) which there would be no cost to the employee, or for which there would have been no cost to the employee except for the existence of insurance against such costs, or
- f) conditions not detrimental to bodily or mental health, or
- g) disabilities for which the employee or dependent is entitled to compensation or care or treatment in respect thereof under any workers' compensation act, or employer's liability insurance or under any legislation relating to compensation for disabilities arising in the course of employment as applicable to persons who have served in the armed forces, or to classes of persons given similar protection, or
- h) which any amount is payable by any government health or hospital plan in which the employee or dependent is required to participate, except where otherwise specifically provided, or
- i) the employee or dependent while a patient under the care of a sanatorium or hospital for tuberculosis, mental illness or disease, alcoholism or drug addiction, or while he should properly be such a patient.

1:05 DUPLICATION OF PAYMENTS

Benefits payable under the Plan will be reduced, and benefits paid under the Plan may be recovered, by the amount of reimbursement from any source other than under this Agreement.

1:06 GRIEVANCE AND ARBITRATION

In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in

writing to the Union, may, in respect of employees engaged therein, suspend in whole or in part the provisions of this Agreement, and, likewise, the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice, it shall automatically be deemed to be void. Any coverage provided herein which has been terminated as above, shall be reinstated on the date the employees return to work.

It is agreed that no matter respecting the Supplementary Medical Plan or this Agreement, nor any difference arising thereunder, shall be subject to grievance or arbitration.

1:07 PERIODIC REVIEW

In the event questions arise which the Union wishes to discuss regarding problems arising from the administration of the benefits provided under this Agreement, the Company will meet with not more than four representatives of the Union. The Union agrees that at such meeting, it will not seek, directly or indirectly, to abridge, modify, add to, or subtract from, the terms of this Agreement, nor to secure benefits not payable under the terms of this Agreement.

The Company shall not be responsible for any payment for time lost by the above-mentioned representatives of the Union.

Meetings between the Company and the Union will not be arranged more frequently than twice per annum, and at the request of the Company, the Union will submit a written agenda at least ten days in advance of any meeting.

SECTION II

2:01 AMBULANCE EXPENSE BENEFITS

If an employee, while insured in respect of the person for whom the expense is incurred, incurs expense for transportation to or from a hospital performed by a professional ambulance service, the Insurance shall pay benefits equal to the actual charges to the employee for the service up to a maximum amount of \$75.00 less any amount provided for under any government hospitalization or health plan, for each disability resulting in:

- a) hospital confinement as a registered bed patient due to illness, accident or pregnancy.
- b) emergency out-patient treatment.

2:02 OUT-PATIENT EXPENSE BENEFITS

- a) in respect of an employee or insured dependent who incurs a charge by a hospital or by a doctor's office or clinic for out-patient treatment required as a result of

accidental injury or referral by a physician, the Insurer shall pay subject to limitation of (b) following the amount charged for diagnostic services or any other out-patient hospital services which are not provided by any government hospitalization or health plan in which the employee or dependent is required to participate.

- b) the maximum amount payable in respect of any one accident or referral by a physician shall be \$50.00. In the case of a referral to a licensed psychologist, the maximum amount payable shall be \$50.00 per visit to a maximum of 6 visits.

SECTION III

3:01 DEDUCTIBLES AND MAXIMUM BENEFITS

- a) (i) Subject to a deduction of the first \$25.00 in any calendar year, an employee and his dependents are insured for 100% of their covered expenses.
- (ii) Carry-Over Deductible

In order that an employee will not have to pay the deductible twice in a short period of time for the same person, any covered expenses applied against the deductible in the last three months of a calendar year may be applied again against the deductible amount in the following calendar year.

3:02 COVERED EXPENSES

Subject to the terms and conditions of Section 1:04 and 3:01 hereof, expenses incurred only for the following will be covered provided no such coverage is afforded by a government hospital or health plan:

- a) when prescribed by a physician or surgeon:
 - (i) services of a registered graduate nurse, other than members of the employee's family and other than the regular nursing staff of any hospital in which the employee or dependent is confined.
 - (ii) drugs and medicines dispensed by a physician or by a licensed pharmacist on the written prescription of a physician.
 - (iii) use of wheel chair, hospital bed or iron lung.
 - (iv) purchase of splints, trusses, braces, casts, artificial limbs or eyes.
 - (v) devices required as a result of surgery.

- b) hospital accommodation (semi-private or private) at the usual rate charged by the hospital concerned for semi-private ward care over and above the standard ward coverage provided by any government plan.
- c) services rendered by a dentist or oral surgeon for the treatment of a fractured jaw or of accidental injuries to natural teeth, within twelve months after the accident. In the case of a child, who, in the dentist or oral surgeon's opinion should delay such services to allow for physical development of the child, the twelve-month limitation shall not apply.

3:03 ADDITIONAL COVERED EXPENSES

The following items and services will be provided under the plan and will not be subject to a deductible amount:

- a) when prescribed by a physician or surgeon:
 - (i) one hearing aid to a maximum of \$300.00 per person every three years.
- b) when prescribed by an Ophthalmologist or Optometrist, the purchase of eye glasses or contact lenses, to a maximum of \$135.00 per person (\$150.00 effective April 23, 1999; \$160.00 effective April 23, 2000) every two years, once every year for dependent children under age 18.
- c) following a mastectomy, the purchase of a suitable prosthesis once every five years.
- d) charges, including x-ray charges, by a licenced Chiropractor. Payment is up to \$8.00 per visit with maximum of 1 treatment per day and 15 visits per person per calendar year.

No amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan, unless permitted by law.

3:04 OUT-OF-PROVINCE COVERAGE

These are the charges described below incurred in connection with emergency treatment while the individual is travelling or vacationing outside the province in which he normally resides.

- (a) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Hospital and Medical Plans in the individual's normal province of residence, provided such charges are reasonable and customary in the area in which they were incurred.
- (b) Up to the semi-private rate for charges for hospital confinement in excess of the

allowance for ward accommodation payable by the Provincial Hospital Plan in the individual's normal province of residence, provided such charges are reasonable and customary in the area in which they were incurred. However, no charges will be considered

- (i) unless all or part of the daily charge is payable under such Provincial Hospital Plan, nor
 - (ii) for any type of accommodation for which the individual would not have been insured under this policy had he been hospitalized in his normal province of residence.
- (c) All other benefits included under your Supplementary Medical Plan, in your province of residence, are also covered.

3:05 EXTENSION OF BENEFITS

For any employee or dependent who, on the date his insurance terminates, is disabled and unable to work because of an illness or injury for which he has incurred an expense before his insurance terminates, benefits will be paid in accordance with the provisions under Section 3:02 hereof for that sickness or injury during the continuance of such disability as if his insurance had remained in force, but not longer than the end of the calendar year following the calendar year in which his insurance terminates.

This agreement shall remain in effect until April 22, 2001.

SIGNED by the parties hereto on the day of

Westinghouse Railway (Canada) Ltd.

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
On behalf of Local 558

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

AGREEMENT effective the twenty-third day of April 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its plant in Stoney Creek,
Ontario

(hereinafter called the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
and its Local 558

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DENTAL PLAN

DENTAL PLAN

Section 1 Eligibility

Coverage begins for all claims occurring on and after the attainment of one year of active employment.

Courses of Treatment in Progress on Effective Date of Dental Expense Benefits

Benefits are not provided for treatment received prior to commencement of coverage. Claims for a course of treatment which were started prior to commencement of coverage but completed while coverage is in force will be investigated to determine the amount of the entire fee which should be allocated to the treatment which was actually received while covered. Only that portion of the total fee which can be allocated to treatment received while covered will be included as Covered Dental Expense.

A charge will be deemed incurred as of the date the service is rendered or the supply is furnished, except that such charge will be deemed incurred:

1. With respect to fixed bridgework, crowns, inlays, onlays, or gold restorations, on the first date of preparation of the tooth or teeth involved, and
2. with respect to full or partial dentures, on the date the impression was taken.
3. with respect to endodontics, on the date the tooth was first opened for root canal therapy.

Section 2 Covered Expenses

Covered dental charges are the charges of a dentist or physician for the services and supplies listed below required for dental care and treatment of any disease, defect, or accidental injury, or for preventive dental care.

NOT INCLUDED is any charge in excess of the charge customarily made:

1. for similar services and supplies by dentists or physicians in the locality concerned, or

2. where alternate services or supplies are customarily available for such treatment, for the least expensive service or supply resulting in professionally adequate treatment. In such case, plan benefits will be paid on the basis of a less expensive procedure that is consistent with good dental care.

A. Diagnostic and Therapeutic Services

1. Charges for diagnostic services (including non-orthodontic x-rays) to determine necessary care, but
 - a. charges for full mouth x-rays are covered only once in a 36-month period.
 - b. charges for bitewing x-rays are covered only once in a six-month period, or
 - c. charges for diagnostic oral examinations are covered only once in a six-month period,
 - d. Test and lab exams.
2. Charges for emergency treatment for relief of dental pain on a day for which no other benefit other than for x-rays, is payable hereunder.
3. Charges for extraction of one or more teeth, cutting procedures in the mouth, and treatment of fractures and dislocations of the jaw, but not including additional charges for removal of stitches or postoperative examination.
4. Charges for general anaesthetics and their administration in connection with oral surgery, periodontics, fractures, or dislocations.
5. Charges for injectable antibiotics administered by a dentist or physician.

B. Preventive Services and Supplies

1. Charges for cleaning and scaling of teeth but not more often than once every six months.
2. Charges for fluoride treatments--Limit one every 12 months to a child's teeth.
3. Charges for space maintainers--Fitting to replace prematurely lost,

extracted teeth.

C. Restorative Services and Supplies

Charges for fillings, inlays, onlays, and crowns necessary to restore the structure of teeth broken down by decay or injury, but--

1. The charge for a crown or gold filling will be limited to the charge for a silver, synthetic porcelain or other filling unless the tooth cannot be restored with such other material, and
2. The charge for replacement of a crown or gold filling is covered only if the crown or filling is over five years old and unserviceable.
3. Payment based on the applicable percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restorations necessary to increase vertical dimension or restore the occlusion are considered optional, and their cost remains the responsibility of the patient.

D. Endodontic Services

E. Periodontal Services

F. Prosthetic Services and Supplies

1. Charges for full or partial dentures, fixed bridges, or adding teeth to an existing denture, if required because of loss of natural teeth while the person is covered for this benefit. However, this is limited to:
 - a. Duplication, rebasing and relining but only once in a 36-month period provided the prosthetic device cannot be repaired and the existing impressions may still be utilized, or
 - b. Replacement of a denture provided that it is unserviceable and cannot be repaired, but only once in a five-year period, or
 - c. Charges for repair of existing dentures which have not been replaced by a new denture, but only once in a 12-month period.

Limitations

1. If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or

precision appliance that patient and dentist may choose to use, and the balance of the cost remains the responsibility of the patient.

2. If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment, and the balance of the cost remains the responsibility of the patient.

3. Additional charges for adjustments within six months from installation.

4. Covered charges for both temporary and permanent prosthesis will be limited to the charge for the permanent one.

G. Surgical Services

H. Accidental Injury

Covered by medical plan.

I. Orthodontia - FOR DEPENDENT CHILDREN ONLY

Benefits for Orthodontics

Payments will be made for 50% of the covered dental charges described below which are incurred with respect to your dependent child while the child is insured up to the maximum lifetime benefit for orthodontics stated in the Schedule of Benefits.

Covered Dental Charges

Covered dental charges are the charges made by a dentist for service and supplies in connection with orthodontic treatment, other than for extractions and space maintainers, to correct malposed teeth, provided:

1. the dentist has diagnosed one of the following conditions:
 - a. the existence of extreme buccolingual version of the teeth, either unilateral or bilateral,
 - b. a protusion of the maxillary teeth of more than 4mm., or
 - c. a protrusive or retrusive relation of the maxillary or mandibular arch of at least one cusp, and

2. the first active appliance was inserted while the child was insured for this benefit.

NOT INCLUDED as a covered dental charge is any charge in excess of the charge customarily made:

1. for similar services and supplies by dentists in the locality concerned, or
2. in a case where alternate services or supplies are customarily available for such care and treatment, for the least expensive service or supply resulting in professionally adequate treatment.

Total covered dental charges for the entire course of treatment will be divided into equal 90-day portions, the first portion being deemed incurred as of the date an active appliance is first inserted. The last portion will be deemed incurred 90 days before the earlier of:

1. the date the course of treatment is estimated to be completed,

or

2. two years from the date the first such portion is deemed incurred.

After Coverage Terminates

The benefits described above are not provided for charges incurred after coverage terminates.

Section 3 Exclusions

Not covered under any section of these benefits are charges for:

- a. treatment by someone other than a dentist or physician, except where performed by a duly qualified technician under the direction of a dentist or physician;
- b. facings on pontics or on crowns posterior to the second bicuspid;
- c. services of supplies partially or wholly cosmetic in nature;
- d. the replacement of a lost, missing, or stolen prosthetic device or space maintainer;
- e. replacement or repair of an orthodontic appliance;
- f. functional/myofunctional therapy;

- g. education or training in and supplies used for dietary or nutritional counselling, personal oral hygiene, or dental plaque control;
- h. procedures, restorations, and appliances used to increase vertical dimension or to restore occlusion;
- i. implantology;
- j. sealants;
- k. permanent periodontal splinting;
 - l. services furnished you or your dependent by a medical department, clinic, or similar facility provided or maintained by such person's employer;
 - m. failure to keep a scheduled visit or charges for completion of any forms;
- n. services or supplies to the extent for which benefits are payable under any health care programme supported in whole or in part by funds of the federal government or any state or political subdivision thereof;
- o. services or supplies which do not meet or are not necessary according to accepted standards of dental practice, including services or supplies which are experimental in nature;
- p. services or supplies furnished on account of injury or other loss sustained as a result of war, or any act of war, whether war is declared or not, or by any act of international armed conflict or conflict involving the armed forces of any international authority;
 - q. services or supplies furnished in connection with (a) injuries sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit, or (b) disease for which benefits are payable in accordance with the provisions of any workers' compensation or similar law;
- r. for which your dependent is entitled to benefits as an employee or former employee of the Policyholder;
- s. charges for services or supplies for which no charge is made that the employee is legally obligated to pay for which no charge would be made in the absence of dental expense coverage.

Section 4 Proof of Claim

The insurance carrier reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Expense Benefits. As part of the basis for determining benefits payable, the insurance carrier may require submission of x-rays and other appropriate diagnostic and evaluative materials. When these materials are unavailable, and to the extent that verification of Covered Dental Expenses cannot reasonably be made by the carrier based on the information available, benefits for the course of treatment may be for a lesser amount than that which otherwise would have been payable.

Section 5 Deductible

None for diagnostic and preventive or orthodontia. \$25.00 per family per calendar year prior to other procedures.

Section 6 Co-Insurance

80% except dentures, crowns, gold fillings, fixed bridgework, inlays, and orthodontia at 50%.

Section 7 Amounts Covered

Payments will be based on the Current Dental Association Suggested Fee Guide of the Province of Ontario.

Section 8 Maximum Coverage

\$1,500 per person per year except orthodontia which is \$1,200 per lifetime.

Section 9(a) Co-ordination of Benefits

The provision will co-ordinate the dental benefits payable as described on the preceding pages with similar benefits payable under other plans. The other plans are those which provide benefits or services in connection with dental care or treatment toward the cost of which an employer makes contributions or for which an employer makes payroll deductions, and any government or tax-supported program.

(b) When This Provision is Applicable

This provision is applicable when the total benefits that would be payable in the absence of any co-ordination of benefits provision under our Plan and under all other plans covering an individual exceed the Allowable Expenses incurred during a Claim Determination Period.

An Allowable Expense is any necessary item of expense which qualifies as a covered dental charge under our plan, at least a portion of which is covered under at least one of the plans covering the individual with respect to whom a claim is made. A Claim Determination Period is a calendar year.

(c) What Happens When This Provision is Applicable

A claim is first submitted to the insurance company which covers the insured person as an employee. This plan pays benefits without consideration of any other plan. If 100% of the expense has not been paid, the claimant submits the claim to the insurance company which covers the insured person as a dependent spouse. Eligible expenses can be recovered from both the employee and spouse's group plan to a maximum of 100% of expenses, provided both parties have dependent coverage.

If a claim is submitted for a dependent child, the claim is first submitted to the insurance company insuring the parent whose month and day of birth is earlier. If priority cannot be established in the above manner (i.e. if month and day of birth is the same), benefits will be shared in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

Information necessary to the administration of the provision will be required at the time a claim is submitted.

(d) Predetermination of Benefits

If a course of treatment can reasonably be expected to involve Covered Dental Expenses of \$300.00 or more, a description of the procedures to be performed and estimate of the dentist's charges must be filed with carrier prior to the commencement of the course of treatment.

The carrier will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment that may be performed for the dental condition concerned in order to accomplish the desired result.

If the description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the carrier reserves the right to make a determination of benefits payable taking into account alternate procedures, services, or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be made by the carrier, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

\$300.00 or to emergency treatment, routine oral examinations, x-rays, prophylaxis, and fluoride treatments.

Section 10 Termination of Coverage

Coverage under this program will terminate effective with:

1. the last day of active employment, except that coverage will be provided for employees who are disabled and eligible for benefits under the weekly indemnity program,
2. when this plan is discontinued.

Section 11 Definitions

- A. "Dentist" or "Oral Surgeon" means a person duly qualified and legally licensed to practice dentistry.
- B. "Dependent" means and shall include:
 - (i) The Employee's Spouse;
 - (ii) The Employee's unmarried children under 21 years of age for whom the Employee has income tax exemption, but excluding any who are insured under (iii) hereunder;
 - (iii) Any unmarried children who are students at a university or any other institute of learning approved by the Company, provided however, that any such children over 21 years of age have been insured under this Plan and/or the Supplementary Medical Plan continuously from their 21st birthday;
 - (iv) Any unmarried children over 21 years of age who are totally and permanently disabled, verified to the satisfaction of the Company and further provided that the dependent was totally and permanently disabled prior to age 21.
 - (v) The term "children" shall include stepchildren, adopted children, and foster children for whom the Employee has income tax exemption and over whom the Employee has legal custody and control as verified by the Employee in writing.
- C. "Employee" means a person in the service of the Company and residing in a province where there is a provincial government hospital or health plan that permits coverage as outlined herein.

- D. "Course of Treatment" means a written report prepared by a Dentist or Oral Surgeon showing the recommended treatment program and estimated cost.
- E. "Plan" means the Westinghouse Railway (Canada) Ltd. Dental Plan.
- F. "Spouse" means either:
 - (i) the Employee's legally married husband or wife as the case may be, or
 - (ii) the Employee's common-law husband or wife, as the case may be, provided such common-law relationship is verified by the Employee in writing. And when there is both a legal and common-law spouse in existence, the legal spouse will be considered the Employee's dependent unless the Employee designated in a form acceptable to the Company that the common-law spouse is the dependent.

Section 12 General Provisions

In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon 7 calendar days' notice in writing to the Union, may in respect of Employees engaged therein, suspend in whole or in part the provisions of this Agreement and, likewise, the benefits provided hereunder for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice, it will automatically be deemed to be void.

Any coverage provided herein which has been terminated as above, will be reinstated on the date the Employee returns to work.

It is agreed that no matter respecting the Dental Care Plan or this Agreement, nor any difference arising thereunder, will be subject to grievance or arbitration.

This agreement shall remain in effect until April 22, 2001.

SIGNED by the parties hereto on the day of

Westinghouse Railway (Canada) Ltd.

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
On behalf of Local 558

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

AGREEMENT effective the twenty-third day of April 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its plant in Stoney Creek,
Ontario

(hereinafter called the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
and its Local 558

(hereinafter called the "Union")

LAY-OFF ASSISTANCE PLAN

LAY-OFF ASSISTANCE PLAN

The Company undertakes to implement a Lay-Off Assistance Plan to be effective for employees laid off on and after April 23, 1998. The Company shall be responsible for administration of the Plan and the Benefits will be provided without cost to the employee.

SECTION 1: Eligibility

Subject to the provisions hereof, an employee (hereinafter called "eligible person") with three or more full years of pensionable service who is not entitled to early retirement and is not on disability or leave of absence, who is laid off through no fault of his own and because of lack of work occasioned by reasons associated with the business (such as changed customer ability and willingness to buy as reflected in adjusted production requirements, changed manufacturing processes, product discontinuance) shall receive the Benefits described in Section 2. Without restricting the generality of the foregoing, the following shall not be considered lay-offs under this Plan:

- a) Lay-offs resulting from such matters as fire, lightning, flood, tempest or power failure;
- b) Lay-offs resulting, directly or indirectly from a strike, an employee or employees quitting, slowdown or interruption of work;
- c) Lay-offs resulting from an annual vacation shutdown; and
- d) Lay-offs of less than thirty consecutive working days.

SECTION 2: Benefits

The total amount of Benefits available to an eligible person shall be computed on the basis of the lesser of 50% of his normal weekly wage which is computed on the basis of his hourly wage rate in effect on the date of lay-off (exclusive of overtime and other forms of premium pay) multiplied by the number of hours in his normal weekly schedule or \$70.00 (which amount is termed the "Weekly Pay") for each of his years of pensionable service (to the nearest one-tenth year), except to the extent that such computation shall be affected by prior lay-offs in accordance with Section 3.

Lay-off Benefits in the amount of the eligible person's Weekly Pay for each week of lay-off will be paid to such eligible person on a bi-weekly basis until his Benefits are exhausted.

In addition, Retraining Tuition Allowance will be paid on his behalf to a trade or professional school to permit him to acquire new skills, through courses approved in advance by the Company if in the Company's estimate the lay-off is likely to exceed twelve months, subject to the prospects of him being able to complete it before recall. The eligible person shall ascertain in writing from the Company in advance whether the school he plans to enter and the course of study he intends

to pursue are approved by the Company. The amount so paid by the Company shall not exceed the lesser of five hundred dollars or the total amount of lay-off benefits available to him.

SECTION 3: Restoration of Benefits

If the eligible person returns to employment with the Company following receipt of benefits, he will rebuild his entitlement to Lay-Off Benefits at the rate of four weeks' entitlement for each year of service following recall until his weeks of entitlement equal his years of pensionable service. He will then revert to the normal entitlement building rate of one week entitlement for each added year of pensionable service. If any Retraining Tuition Allowance has been paid on his behalf, his entitlement to such Allowance will also be rebuilt at the same rate as provided above.

SECTION 4: Conditions

- a) No Lay-Off Benefits will be paid for any period during which the employee is receiving or is entitled to any unemployment insurance, governmental retraining allowance, workers' compensation, accident, sickness or disability benefits or any similar form of public assistance or any form of lay-off assistance from another employer or while awaiting such benefits or assistance.
- b) No Benefits will be paid or continue to be paid if the eligible person:
 - (1) has been recalled or offered any other employment with the Company; or
 - (2) is laid off because of inability, due in whole or in part to medical reasons, to perform available work; or
 - (3) is or becomes entitled to any form of pension, old age, or retirement allowance, payment of assistance; or
 - (4) is employed elsewhere or becomes self-employed; or
 - (5) files a grievance directly or through the Union, with respect to his lay-off which grievance remains unsettled; or
 - (6) has been disqualified from entitlement to unemployment insurance benefits or government retraining allowance.

SECTION 5

No matter respecting this Plan nor any difference arising with respect hereto, shall be subject to grievance or arbitration. The Company reserves the right to change or discontinue the Plan if the costs thereof cannot be treated as a deductible expense for income tax purposes.

This agreement shall remain in effect until April 22, 2001.

SIGNED by the parties hereto on the day of

Westinghouse Railway (Canada) Ltd.

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
On behalf of Local 558

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

AGREEMENT effective the twenty-third day of April 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its plant in Stoney Creek,
Ontario

(hereinafter called the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
and its Local 558

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HEALTH AND SAFETY

HEALTH AND SAFETY

- 1) The health and safety of the employees is a major concern of the Company and the Union. The Company and the Union both have a responsibility and desire to eliminate or reduce exposure of employees to accidental injury or to conditions detrimental to their health. It is the objective of the parties to ensure that no conditions be allowed to exist in the workplace that are likely to cause injury or illness to its employees.
- 2) The Company and the Union agree to actively comply with the Occupational Health and Safety Act, regulations and standards and will at all times exert joint efforts to develop and maintain high standards of safety, health, and housekeeping in the workplace in order to prevent industrial injury and illness.
- 3) The Company will provide, without charge, such special protective clothing, equipment and devices as the Company determines are required for the purpose of preventing industrial injury and illness.
- 4) There will be a Health and Safety Committee consisting of the following members:
 - a) Two (2) employees appointed by the Company.
 - b) Two (2) employees appointed by the Union.
- 5) The Health and Safety Committee outlined in Section 4 above will meet each month.
- 6) Members of the Health and Safety Committee outlined in Section 4 above are entitled to such time off from work as is necessary to attend the scheduled meetings of the Committee without loss of wages for the time so spent.
 - a) The member of the Health and Safety Committee selected by the Union shall be entitled to inspect the physical condition of the work place once a month. The member will be accompanied by the member of the Health and Safety Committee selected by the Company.
 - b) The inspection as outlined in 6 (a) above will be scheduled by the Company. The member of the Health and Safety Committee selected by the Union will be entitled to such time off from work as is necessary for the purpose of carrying out the inspection without loss of wages for the time so spent.
- 7) The Company will provide the Health and Safety Committee with a copy of the following documents for each lost time accident:
 - a) the initial report to the Workplace Safety & Insurance Board; and
 - b) the Foreperson's Report of Accident

- 8) The Company will post and keep posted in a conspicuous place, the names of the members of the Health and Safety Committee.
- 9) The Health and Safety Committee is responsible for:
 - a) promoting safety, good housekeeping and accident and industrial illness prevention measures;
 - b) seeking the necessary information to properly identify:
 - (i) practices and procedures
 - (ii) materials and equipmentthat may be source of danger or hazard to employees;
 - c) recommending to management:
 - (i) accident prevention measures
 - (ii) health protection measures
 - (iii) programs promoting safety, health and good housekeeping.
 - d) maintaining and keeping minutes and records of its proceedings and making them available for examination by an inspector appointed under the Occupational Health and Safety Act or similar legislation; and,
 - e) sending copies of minutes, recommendations, etc., to, among others, the Vice President of Operations; Manager, Employee Relations and the Union.
- 10) To encourage safety awareness within each department, the department foreperson and an employee selected by the Union, as a department safety team member, will inspect the physical condition of the department on the first Monday of each month, or the first working day in each month, and identify safety concerns within the department.
- 11) The foreperson and the department safety team member will prepare a SAFETY ACTION FORM on the completion of the inspection and highlight safety concerns. The foreperson and the department safety team member will authorize completion of each safety concern.
- 12) Each month a copy of the Safety Action Forms for each department will be sent to the members of the Health and Safety Committee as outlined in Section 4 herein.
- 13) Prior to the Health and Safety Committee meeting as outlined in Section 5 herein, the department foreperson will meet with his supervisor to discuss the Safety Action Forms prepared monthly.

- 14) Prior to the Health and Safety Committee meeting as outlined in Section 5 herein, the member of the Union will meet with the department safety team members to discuss the Safety Action forms prepared, monthly. The department safety team members may be split into two (2) groups allowing the member of the Union to meet with each group.
- 15) The time and place of the meetings outlined in Section 14 above will be designated by the Company. It is understood that the length of these meetings will not exceed one (1) hour. Should the member of the Union require additional time in excess of one (1) hour, he will discuss this with the Manager, Employee Relations, or designate, prior to the end of the meeting in Section 14.
- 16) The member of the Union and the department safety team member will be entitled to such time off from work as is necessary to attend the scheduled meetings as described in Section 14 above, without loss of wages for the time so spent.
- 17) An employee may refuse to work or do particular work where he has reason to believe that:
 - any equipment, machine, device or thing the employee is to use or operate is likely to endanger himself or another employee; or
 - the physical condition of the workplace or the part thereof in which he works or is to work is likely to endanger himself; or
 - any equipment, machine, device or thing he is to use or operate or the physical condition of the workplace or the part thereof in which he works or is to work is in contravention of the Act or the regulations and such contravention is likely to endanger himself or another employee.

Upon refusing to work or do particular work, the employee shall promptly report the circumstances of the refusal to the employee's employer or supervisor who shall forthwith investigate the report in the presence of the employee and, if there is such, in the presence of a health and safety representative, who shall be made available and who shall attend without delay.

Until the investigation is completed, the employee shall remain in a safe place near his work station.

Where, following the investigation or any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, the employee has reasonable grounds to believe that:

- the equipment, machine, device or thing that was the cause of the refusal to work or do particular work continues to be likely to endanger himself or another employee;
- the physical condition of the workplace or the part thereof in which he works continues to be likely to endanger himself; or
- any equipment, machine, device or thing he is to use or operate or the physical condition of the workplace or the part thereof in which he works or is to work is in contravention of the Act or the regulations and such contravention continues to be likely to endanger himself or another employee,

the employee may refuse to work or do the particular work and the employer or the worker or a person on behalf of the employer or employee shall cause an inspector to be notified thereof.

The employee involved in the work refusal shall be deemed to be at work and shall be paid at the regular or premium rate as is proper.

An inspector shall investigate the refusal to work in the presence of the employer or a person representing the employer, the worker, and if there is such, a health and safety representative.

Pending the investigation and decision of the inspector, the employee shall remain at a safe place near his work station during the employee's normal working hours unless the employer, subject to the provision of a Collective Agreement, assigns the employee reasonable alternative work during such hours.

Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or in part of the workplace being investigated unless, in the presence of a Health and Safety Representative, the employee has been advised of the other employee's refusal and of his reason for the refusal.

Time spent by a Health and Safety Representative to carry out the above duties shall be deemed to be at work and the Representative shall be paid at the regular or premium rate as is proper.

- 18) A certified member who has reason to believe that dangerous circumstances exist at a workplace may request that a supervisor investigate the matter and the supervisor shall promptly do so in the presence of the certified member.

The certified member may request that a second certified member representing the other workplace party investigate the matter if the first certified member has reason to believe that dangerous circumstances continue after the supervisor's investigation and remedial actions, if any.

The second certified member shall promptly investigate the matter in the presence of the first certified member.

If both certified members find that the dangerous circumstances exist, the certified members may direct the employer to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing.

If only one certified member is present at the workplace, this certified member may direct the employer to stop the work or to stop the use of any part of a workplace or of any equipment, machine, device, article or thing if this certified member has reason to believe that dangerous circumstances continue after the supervisor's investigation and remedial

actions, if any.

"Dangerous Circumstance"

1. a provision of the Act or the regulations is being contravened;
2. the contravention poses a danger or a hazard to an employee;
3. the danger or hazard is such that any delay in controlling it may seriously endanger an employee.

- 19) A copy of any decision or order or direction or report issued by an inspector from the Industrial Safety Branch of the Ministry of Labour will be sent to the Health and Safety Committee, and posted in a conspicuous location in the workplace.
- 20) The Company will issue a set of safety rules to each employee and, depending on the nature of their work, a manual on the safety practices for Fork Lift Operations.

A copy of the safety rules and such manual will be provided to the Union.

The Union will actively encourage employees to observe the safety rules, practices and procedures outlined in the documents referenced above which may be amended, cancelled and/or added to by the Company. The Company will advise the Union of any changes prior to issuing them to employees.

- 21) The wearing of Company-approved safety toe protection is mandatory for employees whose regular work assignment is in an area designated as a toe-protection area. For employees in such designated areas who have completed sixty (60) worked days (one hundred and twenty (120) worked days in the case of students hired during the school vacation) with the Company, the Company will pay \$80.00 (\$85.00 effective April 23, 2000) once per calendar year toward the cost of safety shoes approved by the Company. For employees who have not completed sixty (60) worked days (one hundred and twenty (120) worked days in the case of students hired during the school vacation) with the Company and who purchase safety shoes approved by the Company, the Company will reimburse employees \$80.00 (\$85.00 effective April 23, 2000) after the completion of sixty (60) worked days (one hundred and twenty (120) worked days in the case of students hired during the school vacation).

Payroll deduction will be available to employees requiring approved safety shoes.

- 22) Company-approved safety glasses will be required to be worn by all employees who work in or enter any area designated as an eye-protection area. The Company's responsibility under this program will be to:
 - a) designate the type and style of safety frames and lenses;
 - b) designate the opticians authorized to dispense prescription safety frames and lenses;
 - c) provide at no employee cost (other than prescription and fitting costs), through designated opticians, one (1) pair of safety frames and lenses for employees

requiring prescription glasses and who have completed sixty (60) worked days (one hundred and twenty (120) worked days in the case of students hired during the school vacation) with the Company;

- d) employees who have not completed sixty (60) worked days (one hundred and twenty (120) worked days in the case of students hired during the school vacation) with the Company and who purchase approved prescription safety glasses through designated opticians, will be reimbursed the cost of the glasses following completion of sixty (60) worked days (one hundred and twenty (120) worked days in the case of students hired during the school vacation);
- e) provide "Plano" safety glasses for employees not requiring prescription glasses not more frequently than once (1) every two (2) years;
- f) provide visitors' safety glasses for employees and visitors entering an eye-protection area who do not normally work in such an area;
- g) request the Workplace Safety & Insurance Board to replace safety glasses broken or damaged as a result of work-related activity;
- h) make payroll deduction available to employees requiring approved safety glasses.

The employee's responsibility under this program will be to:

- a) provide a prescription from an ophthalmologist or optometrist;
 - b) pay for any fitting charge levied by the optician;
 - c) pay for the lost, damaged, or replaced prescription safety glasses;
 - d) pay for "Plano" safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.
- 23) At the request of either party a meeting will be held at a mutually convenient time for the purpose of discussing matters related to the safety and health of employees.

The party making a request for a meeting will supply to the other, at least three (3) working days in advance of the proposed meeting, a list of topics to be discussed. Each party will send to the meeting not more than four (4) representatives.

- 24) It is agreed that no matter respecting the safety and health of employees or this memorandum, nor any difference, arising thereunder, shall be subject to grievance or arbitration.

This agreement shall remain in effect until April 22, 2001.

SIGNED by the parties hereto on the day of.

Westinghouse Railway (Canada) Ltd.

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
On behalf of Local 558

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

AGREEMENT effective the twenty-third day of April 1998

BETWEEN:

Westinghouse Railway (Canada) Ltd., herein acting with respect to its plant in Stoney Creek,
Ontario

(hereinafter called the "Company")

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
and its Local 558

(hereinafter called the "Union")

LONG TERM DISABILITY BENEFIT PLAN

1. DEFINITIONS In this Plan unless otherwise specifically provided,

- a) "Accident" is bodily injury caused by external violent means.
- b) "Disability" is a disability arising from any mental infirmity, bodily disorder or bodily injury, verified to the satisfaction of the Company and/or Insurer and not otherwise excluded by this Plan, which prevents an employee from pursuing any hourly-rated occupation in his bargaining unit.
- c) "Employee" means an hourly-rated employee in the active employment of the Company who participates in this Plan.
- d) "In-patient" means an Employee who incurs in-patient expense as defined by the hospital to which the Employee is admitted.
- e) "Insurer" means the insurance company or carrier appointed by the Company.
- f) "Plans" means the WABCO Long Term Disability Benefit Plan.
- g) "Service" means the pensionable service of the employee as defined in the WABCO Pension Plan.
- h) "Wage" means an employee's regular weekly wage, excluding any overtime premium or shift bonus.

2. PARTICIPATION

- a) All employees of the Company represented by the Union who are in active employment on April 23, 1998 shall be covered under this Plan with effect from that date.
- b) Employees who are not in the active employment of the Company on April 23, 1998 shall be covered under this Plan on the first day of their return to active full-time employment. Otherwise, they will continue to be insured and entitled to benefits according to the provisions of the Long Term Disability Benefit Plan or any such former plan as was in effect at the time the absence commenced, provided, if required under the plan then in effect, they had elected such coverage.
- c) An employee hired by the Company on or after April 23, 1998 shall be covered under this plan as of his date of employment with the Company subject to evidence of insurability satisfactory to the Company and/or Insurer.

3. AMOUNT OF DISABILITY BENEFITS

The amount of disability benefits shall be 66 2/3% of an Employee's wage immediately preceding the date of disability, payable until the earliest of recovery, death, or the end of the month in which the Employee attains age 65, but in no event beyond the maximum period shown in the following schedule:

<u>Employee's Pensionable Service at Date Disability Commenced</u>	<u>Maximum Period of Payment</u>
Less than 1 year	52 weeks
1 year, but less than 5 years	78 weeks
5 years, but less than 10 years	104 weeks
10 or more years	until the end of the month in which the Employee attains age 65.

4. EMPLOYEE CONTRIBUTIONS

- a) An employee will be covered from the first day of active employment. Each employee will contribute an amount equal to 5/10 of 1% of his wage by payroll deduction every two weeks.
- b) Contributions referred to in a) above are not required while the employee is absent and in receipt of an amount of disability benefits.
- c) If a deduction of an employee's contribution from his wage has been omitted in error, the fact that such a deduction has not been made shall not bar him from the amount of disability benefits to which he would otherwise be eligible. Such deduction shall then be made from any wages payable thereafter.

5. ELIGIBILITY FOR PAYMENT

- a) (i) Except in the case of a disability arising out of an accident, or illness resulting in admission as an in-patient in a hospital, an employee shall be eligible to receive an amount of disability benefits in accordance with Section 3 hereof, beginning after 4 normal working days of continuance of the disability.
- (ii) In the case of a disability arising out of an accident, or illness resulting in admission as an in-patient in a hospital, an employee shall be eligible to receive an amount of disability benefits in accordance with Section 3 hereof

commencing upon the date of the accident or the date of admission as an in-patient in a hospital.

- b) An employee absent from work and in receipt of an amount of disability benefits shall continue to receive such benefits even though a work shortage develops in his department which would have resulted in his being laid off had he been at work, provided the employee remains disabled and continues to furnish evidence satisfactory to the Company and/or Insurer that verifies the continuance of the disability.
- c) An employee making a claim for an amount of disability benefits after his layoff or termination of employment, for a disability established to the satisfaction of the Company and/or Insurer as having occurred prior to his layoff or termination, shall be eligible for an amount of disability benefits provided such disability was accompanied by a continuance of absence which commenced prior to actual layoff or termination.
- d) Notwithstanding the provisions of Section 5c) above, an employee on layoff under Section 13:04 of the Collective Agreement between the Company and Union and unable to return to work because of a disability covered under this Plan will be deemed to have been actively employed on the day immediately preceding the designated date of return to work.
- e) Successive periods of disability separated by less than two consecutive weeks of active work on full-time shall be considered one period of disability, unless the subsequent disability is due to an accident or illness entirely unrelated to the previous disability and commences after return to active employment on full-time.
- f) An amount of disability benefits under this Plan shall not be paid in the event the absence is a result of:
 - (i) deliberate self-inflicted injury or illness, or
 - (ii) disability from engaging in war, civil war, insurrection, rebellion, or riot, or
 - (iii) a disability for which compensation is payable by a Workplace Safety & Insurance Board, or
 - (iv) an authorized leave of absence, or
 - (v) a condition which is not detrimental to bodily or mental health.
- g) An amount of disability benefits will not be payable following retirement of an Employee under the WABCO Pension Plan.
- h) No disability benefit will be paid under this Plan on any day that the disabled

employee engages in employment for wage or profit.

6. PAYMENT OF BENEFITS

- a) In computing the amount of disability benefits, disability will be considered as starting from the first normal working day for which no compensation, or less than one-half day's compensation, is received.
- b) The daily rate of payment for each normal working day of absence that qualifies for payment shall be one-fifth the weekly amount of disability benefits under Section 3 hereof, payment of such benefits will be made in accordance with Section 6d) below.
- c) If an employee in receipt of an amount of disability benefits has been medically declared to be mentally incompetent, such benefits will continue subject to the terms of the Plan, and will be paid through another person charged in law with or in fact assuming his care.
- d) The amount of disability benefits will be paid every two (2) weeks. Such benefits on account of short periods of disability will be paid as soon as the amount is ascertained.

7. MISCELLANEOUS PROVISIONS

- a) It shall be the obligation of the employee to notify the Company of his absence due to disability, following which the Company and/or the Insurer will issue the necessary initial claim forms to him.
- b) In the case of a disability arising out of an accident or illness for which a claim is lodged with a Workplace Safety & Insurance Board, and no ruling has been made as to its compensable status, an employee may be permitted to receive an amount of disability benefits commencing 30 days after the date of the accident or illness, subject to the following:
 - (i) The employee agrees to assign, in a manner acceptable to the Company and/or Insurer, compensation benefits payable by such Workplace Safety & Insurance Board, equal to the amount of disability benefits received under Section 3 hereof, and
 - (ii) The employee agrees to make arrangements, satisfactory to the Company and/or Insurer, where insufficient benefits are payable by such Workplace Safety & Insurance Board, to discharge any indebtedness for the amount of disability benefits received under the Section 3 hereof.

Nothing in this sub-section b) shall be read or construed to affect the understanding of the Company and the Union that an employee is not eligible for an amount of

disability benefits under this Plan for a disability for which Compensation is payable by a Workplace Safety & Insurance Board.

- c) Benefits payable under this Plan will be reduced by the amount of any compensation which an employee receives from the Company for his period of absence on Disability.

8. ONTARIO HEALTH INSURANCE PLAN (OHIP), SUPPLEMENTARY MEDICAL PLAN, GROUP LIFE INSURANCE PLAN, ACCIDENTAL DEATH AND DISMEMBERMENT PLAN AND DENTAL PLAN

The Company will continue the applicable coverage for the employee and his dependents under the Ontario Health Insurance Plan, the Supplementary Medical Plan, the Group Life Insurance Plan, the Accidental Death and Dismemberment Plan and the Dental Plan, at no cost to the employee, during the period the employee is absent due to a disability and entitled to an amount of disability benefits under this Plan.

9. CANADA/QUEBEC PENSION PLAN

- a) Benefits payable for an absence due to disability will be reduced by the amount of payment for the same absence which an employee is initially eligible to receive for himself and any dependents under the disability benefit provisions of the Canada/Quebec Pension Plan. Such reduction will be revised accordingly should the employee discontinue receiving benefits under the disability benefit provisions of the Canada/Quebec Pension Plan for one or more dependents.
- b) The employee will be presumed to be eligible for disability benefits from the Canada/Quebec Pension Plan or similar provision in any other government plans starting on the first day of the fourth month following the date of commencement of disability, and the amount of disability benefits under this Plan will be automatically reduced by the estimated amount payable under the Canada/Quebec Pension Plan or such other government plans unless the employee presents evidence satisfactory to the Company and/or Insurer that a proper application has been made for the government benefits, in which case the amount of disability benefits will not be reduced if the employee agrees to assign, in a manner acceptable to the Company and/or Insurer, the benefits payable from such government plans. If an amount is deducted under this Section it will be paid upon presentation of evidence satisfactory to the Company and/or Insurer, that the employee had applied for the government benefits which were denied.
- c) The Company and/or Insurer may require certification or verification of the amount of income from the Canada/Quebec Pension Plan or such other government plans.
- d) The amount of disability benefits in excess of the amount which should have been paid may be deducted from the amount of any future disability benefits, or re-paid

by the employee to the Company and/or insurer, as the case may be, through some other mutually satisfactory arrangement.

10. WABCO PENSION PLAN

During any period of disability for which an Employee is receiving or is entitled to receive disability benefits under this Plan, the Employee will not be eligible for a pension for Total and Permanent Disability or for any early retirement pension under the WABCO Pension Plan and he will continue to accrue Pensionable Service under and in accordance with the provisions of the WABCO Pension Plan for such period of disability.

11. GROUP LIFE INSURANCE PLAN

Any benefit which the employee is entitled to under the Total and Permanent Disability provision of the Group Life Insurance Plan either in a lump sum or instalments will be calculated as outlined in Attachment A of the Group Life Insurance Plan. The amount of disability benefits under this Plan will be reduced by the amount of such payments.

12. PRE-EXISTING DISABILITIES

Notwithstanding anything stated elsewhere in this Plan, the amount of disability benefits will not be reduced as the result of other forms of disability payments made to an employee for a disability which commenced prior to his enrolment in this or the former Plan.

13. PHYSICAL EXAMINATIONS

The Company and/or Insurer reserves the right to require periodic physical examination throughout the duration of the employee's absence due to disability. Such examination shall be conducted by a physician or physicians designated by the Company and/or Insurer.

14. REHABILITATION

An employee receiving an amount of disability benefits under this Plan may be asked to undergo reasonable rehabilitation measures which have been the subject of prior consultation with the employee's doctor, at no cost to the employee. Such rehabilitation measures will, whenever feasible, be directed toward having the employee returned to active employment with the Company. If such employee refuses to undertake such rehabilitation, he may be declared not eligible for an amount of disability benefits.

15. GENERAL PROVISIONS

- a) In the event of a strike declared unlawful by the Ontario Labour Relations Board, or in the event of a strike declared by the Union, the Company, upon seven (7) calendar days' notice in writing to the Union, may, in respect of employees engaged therein, suspend in whole or in part the provisions of this Plan and likewise the amount of disability benefits provided herein for such period as the Company may determine, provided, however, that if such action is discontinued prior to the effective date of such notice it shall automatically be deemed to be void.
- b) It is agreed that no matter respecting this Plan or this Agreement nor any difference arising thereunder shall be subject to grievance or arbitration.
- c) In the event questions arise which the Union wishes to discuss regarding problems arising from the administration of the benefits provided under this Plan, the Company will meet with not more than four representatives of the Union. The Union agrees that at such meeting it will not seek, directly or indirectly, to abridge, modify, add to, or subtract from, the terms of this Plan, nor to secure benefits not payable under the terms of this Plan. The Company shall not be responsible for any payment for time lost by the above-mentioned representatives of the Union.

Meetings between the Company and the Union will not be arranged more frequently than twice per annum, and at the request of the Company, the Union will submit a written agenda at least 10 days in advance of any meeting.

This agreement shall remain in effect until April 22, 2001.

SIGNED by the parties hereto on the day of

Westinghouse Railway (Canada) Ltd.

NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA)
On behalf of Local 558

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