

February 16, 2013 – February 11, 2016

Agreement

Between

General Electric Canada
carrying on business as
GE Hitachi Nuclear Energy Canada Inc.
(GEH-C)

And the

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada) for the
Toronto 252, Arnprior 2228,
Peterborough 524 locals**



HITACHI



TABLE OF CONTENTS

| | |
|--|----|
| STATEMENT OF PARTIES | 4 |
| GENERAL PURPOSE | 4 |
| JURISDICTION..... | 4 |
| ARTICLE 1: RECOGNITION | 4 |
| ARTICLE 2: NO DISCRIMINATION OR HARASSMENT..... | 5 |
| ARTICLE 3: UNION DUES | 6 |
| Deduction of Union Dues | 6 |
| ARTICLE 4: MANAGEMENT RIGHTS..... | 6 |
| ARTICLE 5: HEALTH AND SAFETY, SHOES AND GLASSES | 7 |
| Safety Shoes..... | 9 |
| ARTICLE 6: HOURS OF WORK..... | 10 |
| Peterborough/Toronto | 10 |
| Arnprior | 10 |
| ARTICLE 7: OVERTIME & CONTINUOUS SHIFT | 11 |
| Peterborough/Toronto | 11 |
| Continuous Operations: Peterborough/Toronto..... | 13 |
| Overtime: Arnprior | 15 |
| ARTICLE 8: WAGES | 16 |
| Arnprior only:..... | 18 |
| Cost Of Living Allowance | 18 |
| ARTICLE 9: SHIFT WORK | 20 |
| Peterborough/Toronto | 20 |
| Arnprior | 21 |
| ARTICLE 10: VACATIONS | 22 |
| Peterborough/Toronto | 22 |
| Arnprior | 24 |
| Shutdown | 26 |
| ARTICLE 11: PAID HOLIDAYS | 28 |
| Peterborough/Toronto | 28 |
| Arnprior | 31 |
| ARTICLE 12: SERVICE RULES | 32 |
| Peterborough/Toronto | 32 |
| ARTICLE 13: SENIORITY / PROBATION LISTS/ LAYOFF/ RECALL..... | 35 |
| Probationary Employees: | 36 |
| Seniority Lists: | 37 |
| Layoff: | 37 |
| Recall: | 39 |
| ARTICLE 14: TRANSFERS TO OTHER JOBS | 40 |
| Peterborough/Toronto | 40 |
| ARTICLE 15: REPORTING FOR WORK..... | 40 |
| ARTICLE 16: GRIEVANCE ARBITRATION PROCEDURE | 41 |
| Toronto/Peterborough..... | 41 |
| Arbitration: Peterborough/Toronto..... | 44 |
| Grievance Procedure: Arnprior..... | 46 |

| | |
|--|----|
| Arbitration: Arnprior | 47 |
| ARTICLE 17: DISCIPLINE | 48 |
| ARTICLE 18: JURY DUTY..... | 49 |
| ARTICLE 19: TECHNOLOGICAL CHANGE | 50 |
| ARTICLE 20: BEREAVEMENT LEAVE | 50 |
| Peterborough/Toronto | 50 |
| Arnprior | 50 |
| ARTICLE 21: UNION REPRESENTATION | 51 |
| ARTICLE 22: BULLETIN BOARDS..... | 54 |
| ARTICLE 23: STRIKES AND LOCKOUTS | 54 |
| ARTICLE 24: INFORMATION TO THE UNION | 54 |
| ARTICLE 25: NATIONAL SECURITY..... | 55 |
| ARTICLE 26: MATERNITY AND PARENTAL LEAVE | 56 |
| ARTICLE 27: JOB VACANCIES | 56 |
| ARTICLE 28: LEAD HANDS | 58 |
| ARTICLE 29: TRAINING..... | 58 |
| ARTICLE 30: LEAVE OF ABSENCE | 59 |
| ARTICLE 31: MODIFICATION..... | 60 |
| ARTICLE 32: TERMINATION of CONTRACT | 60 |
| SIGNATURE PAGE | 61 |
| LETTERS OF UNDERSTANDING..... | 62 |
| WAGE TABLES..... | 94 |

STATEMENT OF PARTIES

AGREEMENT entered into this **16th day of February 2013** between GE Hitachi Nuclear Energy Canada Inc. and the NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW - CANADA) and its locals 252 Toronto Pellet Plant, 2228 Arnprior Tube Plant and 524 Peterborough Plant.

As used in this Agreement the word "Company" means GE Hitachi Nuclear Energy Canada Inc. and the word "Union" means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and the appropriate local, and the word "employee" means those employees in the appropriate bargaining unit unless otherwise indicated.

GENERAL PURPOSE

The purpose of this Agreement is to promote and maintain harmonious relations between the Company and its Employees represented by the Union; to establish orderly collective bargaining; to secure continuous, efficient operations and safe working conditions; to prevent any interference with operations and production; to provide an efficient method for the proper disposition of grievances; to establish and maintain rates of pay and working conditions; and to recognize that the well-being of the Company and that of its Employees depends on the welfare of the business as a whole. It is the desire of the Company and the Union to provide full and efficient employment.

JURISDICTION

In accordance with the provisions of the Canada Labour Code, the Company comes within the jurisdiction of the Department of Labour of Canada.

ARTICLE 1: RECOGNITION

The Company and the Union agree to write to the CIRB to amend the bargaining unit description to reflect the proper Company Name: GE Hitachi Nuclear Energy Canada Inc.

- 1.01 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Locals 252, 524 and 2228 as the certified bargaining agent for the following units:
 - (a) All hourly rated employees of General Electric Canada, carrying on business as GE Nuclear Products at the GE Pellet Plant in the city of

Toronto, Ontario, excluding the employees or classes of employees as specified: supervisors; persons above the rank of supervisors; cooperative students; clerical administrative, office, engineering, EHS and security;

- (b) All hourly rated employees of General Electric Canada, carrying on business as GE Nuclear Products at the Peterborough Plant in Ontario, excluding foremen, employees in the drafting, mechanical drafting, tool design, test and instrument laboratory departments (excluding journeymen pattern makers, apprentice pattern makers, members of the accounting, payroll, cost, wage rate, planning, productions stores whether located in the main office or in the factory offices, and mailing departments, and watchmen, guards and special police responsible for the security of the Company's property; and
- (c) All employees of General Electric Canada, carrying on business as GE Nuclear Products in Arnprior, Ontario, excluding foremen and supervisors, persons above the rank of foreman or supervisor, office and sales staff, and students employed during the vacation period or on a cooperative training program.

ARTICLE 2: NO DISCRIMINATION OR HARASSMENT

- 2.01 As provided in the Canada Human Rights Act, the Company and the Union agree that there shall be no discrimination or harassment practiced with respect to any Employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or a conviction for which a pardon has been granted. The parties agree that this provision shall be subject to the limitations and definitions set out in the Canada Human Rights Act.
- 2.02 The Company and the Union agree that there will be no discrimination by reason of Union membership or activity. The Union agrees that neither its Officers nor its members, nor persons employed directly by the Union, will discriminate against or intimidate Employees, nor will it solicit members or Union dues during working hours.
- 2.03 It is agreed that the Canada Human Rights Act shall apply to the terms, administration and operation of this Agreement.
- 2.04 The Parties recognize that women sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The Parties agree that where adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor, intake worker from a women's shelter) *has been provided to Human Resources*, a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full

consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise subject to discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and the affected Employee(s), and it is expressly agreed that it will not be utilized by the Union or Employee(s) to subvert the application of otherwise appropriate disciplinary measures.

ARTICLE 3: UNION DUES

- 3.01 The Company will provide for the deduction of regular Union dues (as appropriately certified to the Company by the Union) from an Employee's pay. The Company will make remittance to the Financial Secretary of the appropriate Local in each pay period by cheque payable to the appropriate Local for the amount deducted for the previous pay period.
- 3.02 It is understood and agreed that the Union shall indemnify and save the Company harmless from any and all claims which may be made against it by any Employee for amounts deducted from wages as herein provided.

Deduction of Union Dues

- (a) The amount of regular union dues as certified will be subject to increase in accordance with the letter on the subject from the Financial Secretary of the National Automobile, Aerospace, Transportation and General Workers of Canada, addressed to the Company dated February 16, 1998. The Union will certify, in writing, to the Manager, Human Resources when any increase in regular union dues referred to above is to go into effect and the actual amount of the increase. Reasonable notice will be given to the Manager, Human Resources of the date(s) of implementation of any such increase.
- (b) The authorized weekly amount will be deducted from each weekly pay including vacation pays, but, where a plant covers more than one vacation week in one pay, there will only be one deduction made.
- (c) If an employee does not receive a pay in any week or weeks there will not be a deduction in any succeeding week to cover the week or weeks which have been so missed.
- (d) The Company will make remittance to the Union in each week for the amount deducted for the previous week.

ARTICLE 4: MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Company:

- 4.01 To maintain order, discipline and efficiency;

- 4.02 To hire, discharge, direct, transfer, upgrade, promote, demote or discipline employees, and to increase and decrease working forces, provided that, if there is a claim of discriminatory upgrading, demotion or transfer, or a claim that an employee has been disciplined unreasonably or discharged without reasonable cause, it may be made the subject of a grievance and dealt with as provided in this Agreement;
- 4.03 Generally to manage the business in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the product to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the product produced. The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.
- 4.04 Non-bargaining unit personnel will not perform bargaining unit work, except in the case of training, demonstration, product development.

ARTICLE 5: HEALTH AND SAFETY, SHOES AND GLASSES

- 5.01 It is the aim of the Company to provide for its Employees a high standard of working conditions and to strive constantly to prevent accidents and health hazards by systematic safety inspections and the use of safety devices and guards. The Union will cooperate with the Company to maintain good working conditions and will assist in assuring the observance of all safety rules.
- 5.02 The parties agree that Employees have a responsibility for their own health and safety and both parties to the Agreement will promote safe practices and approaches by Employees.
- 5.03 The Company shall make reasonable provisions to safeguard the health and safety of Employees by supplying, without charge, special protective clothing and devices where required, adequate heating and ventilating systems, proper sanitary equipment, and lunch and locker facilities appropriate to the health and safety of employees.
- 5.04 The Company and the Union agree to appoint a Workplace Health and Safety Committee (the "WHSC") in each plant. The representation and duties of the WHSC shall be as described in Part II of the Canada Labour Code.

- a) The WHSC shall consist of at least two union members selected by the Union(s). At no time shall the number of company members be allowed to outnumber the amount of union members.
- b) Two chairpersons shall be elected by and from the members of the committee. One chair shall be selected by the employee members, the other shall be selected by the employer members.
- c) Without limiting the generality of the foregoing, the committee shall:
 - i. Determine that inspections have been carried out at least once a month by the co-chairs or designates. These inspections shall be made of all places of employment including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices including ergonomic assessments. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
 - ii. Recommend measures required to attain compliance with appropriate government regulations and the correction of hazardous conditions.
 - iii. Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.

5.05 The Company agrees to pay the Union members of the WHSC as per the collective agreement for all hours spent on approved WHSC functions. No member of the WHSC will suffer a loss of earnings for time spent on authorized committee duties.

5.06 The Union and the Company agree that cases of withdrawal of service because of perceived danger will be dealt with as described in the Canada Labour Code.

5.07 Every injury or near miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The chairs or designate shall investigate the accident or incident.

5.08 No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper education, training and instruction. Such training shall include ergonomics training and chemical hazard training.

Safety Shoes

- 5.09 Effective July 1, 2013 the Company shall pay an amount per contract year to employees for the purchase of safety shoes. The payment will be applicable to employees on the active payroll the week that includes July 1.
- 5.10 The payment will not be available to employees during the probationary period. However, employees who purchase safety shoes during the probationary period will be paid on completion of the probationary period
- 5.11 Employees absent from work the week that includes July 1 and subsequently returning from absences such as layoff, STD, LTD and leave of absence during the contract year, will be entitled to be paid the subsidy for that contract year upon returning to work. For purpose of clarification, there will be no retroactive payments of the subsidy for previous contract years.
- 5.12 Subsidy employee payment:
Arnprior /Peterborough/Toronto \$150
- The foregoing subsidy will not apply in circumstances where the Company has provided or will be providing an employee with safety shoes or boots for special purposes.
- 5.13 The employee in need of a second pair of boots/shoes will provide the receipt of the original pair of boots/shoes and worn out boots/shoes as well. The replacement pair will only be replaced at the cost no greater than the annual subsidy.

Safety Glasses

- 5.14 The wearing of approved safety glasses, with permanently attached side shields, is mandatory in all manufacturing areas. These will be provided in the workplace for Employees who do not require prescription lenses.
- 5.15 An Employee who does require prescription lenses will be supplied with his/her first pair by the Company as per Company program. Where such Employee requires a change in prescription, the Company will supply a replacement pair (but not more frequently than once yearly) on the same basis as the initial pair. Work damaged glasses will be replaced as required

ARTICLE 6: HOURS OF WORK
Peterborough/Toronto

- 6.01 The standard work week shall be forty hours, and eight hours shall constitute a standard work day, Monday to Friday inclusive. The Company may change work schedules, but will confer with representatives of the local not exceeding five in number designated by the local, before making any general change in group, departmental or plant work schedules, and where possible at least seven days will be allowed before making a change effective. The local will be provided with a copy of any revisions made to schedules.
- 6.02 The Company does not guarantee to provide work for the standard hours, or for any other hours, except as provided for elsewhere in this Agreement, and it is recognized that certain schedules may be less than a standard work week.
- 6.03 The Company agrees, except under emergency conditions, to give twenty-four hours' notice when time in excess of an established schedule is to be worked. When less than twenty-four hours' notice is given the employee will be informed of the reason.
- 6.04 When the Company institutes second or third shift schedules the Company will arrange the schedules in such a way that employees will have the opportunity to work their then current number of normal hours. It is understood that in three shift operations where the lunch period is paid for such paid lunch period will be considered as hours worked for the purpose of administering this section.
- 6.06 It is understood that the lunch period will be paid if both of the following conditions are met:
1. 3 shift operations AND
 2. scheduled 8 hour shift

Arnprior

- 6.07 The Company does not guarantee to provide work for any employee nor to maintain work schedules at any time in force.
- 6.08 The regular work week shall consist of eight (8) hours per day, five (5) days per week, Monday through Friday, at the employee's designated work place.

6.09 (a) The regular hours of work will be as follows:

| |
|--|
| 3 shift rotation: 30 minute paid lunch, 2-10 minute breaks |
| Day shift 7am to 3pm |
| Afternoon shift 3pm to 11pm |
| Midnight shift 11pm to 7am (begins Sunday night) |
| Straight day shift: 30 minute unpaid lunch, 2-10 minute breaks |
| Day shift 7am to 3:30pm |
| 2 Shift Rotation, Skilled Trades & Set Up: 30 minute unpaid lunch, 2-10 minute breaks |
| Day shift 7am to 3:30pm |
| Afternoon shift 3pm to 11:30pm |
| 2 Shift Rotation, Production: 30 minute unpaid lunch, 2-10 minute breaks |
| Day shift 7am to 3:30pm |
| Afternoon shift 3:30 to midnight |

6.10 When multiple shifts are to be used on an operation, such shifts will rotate on a weekly basis.

6.11 Variations of not more than one hour in such times shall be made upon the Company giving prior notice to the Union. Notwithstanding the foregoing, should market forces or changes in technology require different shift arrangements in order to efficiently operate the plant, the Company will meet with the Union to discuss the reasons for the revised schedules. The Union will not unreasonably withhold agreement to implement such changes.

6.12 An employee shall have two (2) ten (10) minute breaks per shift, one in the first half of the shift and one in the second half. These periods may be taken sooner or later depending on production requirements. Employees who work twelve (12) consecutive hours or more will also receive a third ten (10) minute break during the period from the 8th hour to the 12th hour of work.

6.13 It is understood that the lunch period will be paid if both of the following conditions are met:

1. 3 shift operations AND
2. scheduled 8 hour shift

**ARTICLE 7: OVERTIME & CONTINUOUS SHIFT
Peterborough/Toronto**

7.01

(a) The standard work week will be five days, Monday through Friday, and the Company's policy is to keep overtime to a minimum. However, if emergency conditions arise necessitating overtime, employees will cooperate with the Company.

- (b) An overtime rate of time and one-half will be paid as follows:
- (i) For all time worked in excess of eight hours in any twenty-four hour period, beginning at the employee's regular starting time, except where such excess time results from regular shift changes, and except where by mutual agreement the forty-hour standard work week is divided in other than five eight-hour shifts.
 - (ii) For all time worked by day and night shift workers on Saturdays other than regular Friday shifts starting before midnight.
 - (iii) For all time worked on any paid holidays outline in Article 11 during the twenty-four hour period from the starting time of the regular shift on which the employee would otherwise have observed the holiday:

And for all time worked on the following paid half day holidays for the period during which the employee would otherwise have observed the half day holiday:

The half day before Christmas Day

One half day to be determined locally*

- (iv) For all time worked by employees called in ahead of their regular starting time on those hours before their regular starting time, without regard to the number of hours they work that day. This provision shall not apply because of a new regular starting time being instituted.
- (c) A rate of double time will be paid as follows:
- (i) For all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time except where such excess time results from regular shift changes and except where by mutual agreement the forty-hour standard work week is divided in other than five eight-hour shifts.
 - (ii) For all time worked by day and night shift workers on Sundays except recognized shifts that start after 9:00 p.m. Sunday. Shifts which start at 11:00 p.m. or later Saturday will be considered Sunday shifts.
- (d) It is understood that in the application of Section 7.01(a) of this Article, if for reasons such as extraordinary conditions affecting general power supply, etc., the regular work week has to be changed so that Saturday

and Sunday are regular work days, then the time and one-half provision for Saturday shall apply on the sixth day and not on the Saturday.

Similarly, the double time provision for Sunday shall apply on the seventh day and not on the Sunday.

Continuous Operations: Peterborough/Toronto

7.02

- (a) "Day and night shift workers" as referred to in 7.01(b) (ii) and 7.01(c) (ii) above does not include employees who are engaged on service and production jobs which must be run on a twenty-four hour day and seven-day week basis. For employees on such jobs special schedules will apply.
- (b) An overtime rate of time and one-half will be paid as follows:
 - (i) All time worked on Sunday except on recognized shifts which start after 9:00 p.m. on Sunday. Shifts which start at 11:00 p.m. or later Saturday will be considered Sunday shifts.
 - (ii) All time worked at the request of the Company in excess of the prescribed daily or weekly schedule except where such excess time results from regular shift changes.
 - (iii) All time worked on the employee's scheduled days off.
- (c) An overtime rate of double time will be paid as follows:
 - (i) For all time worked in excess of twelve hours in any twenty-four hour period beginning at the employee's regular starting time except where such excess time results from regular shifts changes and except where by mutual agreement the work day is more than eight hours and except where the employees involved adjust their hours by mutual agreement.
 - (ii) For all hours worked by employees on such shifts on the seventh consecutive work day in their work week except where this occurs as a result of regular shift changes. Shifts starting at 11:00 p.m. or later on the sixth day of the work week will be considered as being the seventh day.
- (d) It is recognized that it may be necessary to schedule hours on these continuous shift jobs so that the hours of the work week are averaged during a cycle of up to four weeks for each employee

concerned. However, every effort will be made to organize shift schedules in such a way that continuous shift employees receive equitable treatment insofar as free weekends are concerned.

- 7.03 It is recognized that overtime premiums shall not pyramid.
- 7.04 When an employee is required to work overtime:
- (a) For a period of three hours or less, he may punch out at the end of his regular shift in order to have a lunch or he may work right through if he prefers.
 - (b) For a period of more than three hours, he must punch out and take thirty to sixty minutes for a lunch period before beginning on his period of overtime.
 - (c) If the work is so assigned by the Company that he must punch out and then return to work later for the overtime work, the Company will provide a minimum of two hours for that employee, and such time will be paid for at the rate of time and one-half if he has already that day worked the number of standard daily hours.
- 7.05 Employees who are called in after their regular working schedule of hours will be paid at the overtime rate, and will receive not less than the equivalent of four hours' pay at their straight time rate.
- 7.06 If an employee is sent home during the day at the request of the Company so that he can come back and work a full or a part of a night shift, or if an employee is told to report later than his regular starting time so that he can work a corresponding amount of time after his regular finishing time, the time during that day that he would otherwise have worked will be counted as time worked for purposes of calculating overtime.
- 7.07 An employee acting as an authorized representative of the Union with representatives of the Company in the administration of this Agreement will not lose any overtime premium on hours he works on the day in question which, but for the time so spent with Company representatives, would have been premium hours.
- 7.08 As far as possible, overtime work will be distributed equally among the Employees in the Classification or Occupation who are qualified to perform the work.

The Company will use its best efforts to post an overtime opportunities report for Fuel bi-weekly at each site and will post an overtime

opportunities report for Nuclear Services at least monthly in Peterborough. The Company will provide the Union Chair at each site a report of overtime hours actually worked on a quarterly basis.

- 7.09 An employee's regular starting time shall be based on his scheduled starting time for the work week,
- (a) Any change in the scheduled starting time for one day which is made during the week will not be considered as instituting a new regular starting time.
 - (b) Any change in the scheduled starting time for more than one day which is made during the week will be considered as instituting a new regular starting time commencing with the second work day.

Notwithstanding (a) and (b) above, when an employee is assigned a changed work schedule of hours which includes more than one regular starting time in the work week the Company will apply Subsection (a) or (b) for the first week even though the employee may have been notified of such a schedule prior to the week in which it became operative.

The foregoing does not apply to relief operators or to regular shift changes on operations which are run 22 1/2 to 24 hours per day, or to shifts which pick up the forty hours on a sixth day, or to changes due to application of Article 13, Decreasing and Increasing Forces.

Overtime: Arnprior

- 7.10 (a) All time worked in excess of eight (8) hours in a day or forty (40) hours in a week, and all time worked on Saturdays up to eight (8) hours shall be paid at one and one-half (1-1/2) times the employee's basic hourly rate.
- (b) All time worked in excess of twelve (12) hours in a day, beyond eight (8) hours on Saturdays, and all time worked on Sundays shall be paid at two (2) times the employee's basic hourly rate. The foregoing does not apply to regular scheduled Monday shifts that begin prior to midnight on Sunday.

Time paid as overtime in any day shall not again be paid as overtime in the week.

An employee will not be required to work overtime when another qualified employee is available to do the work or to relieve him/her. The Company shall notify an employee of overtime work as soon as practical.

As far as possible, overtime work will be distributed equally among the Employees in the Classification or Occupation who are qualified to perform the work. The Company will use its best efforts to post an overtime opportunities report bi-weekly. The Company will provide the Union Chair at each site a report of overtime hours actually worked on a quarterly basis.

An employee will be paid at a rate of one and one-half (1-1/2) times his/her basic hourly rate for all hours worked on his/her first shift on a new schedule where his/her shift schedule has been changed with less than twenty-four (24) hours' notice, except where such a change is requested by the employee.

An employee who works sixteen (16) hours or more in a twenty-four (24) hour period shall report on his/her next regular shift when a period of eight (8) hours has elapsed from the end of the previous working period. If in the application of this clause, an employee works less than his/her next full shift, he/she shall, nevertheless receive eight (8) hours regular pay.

When an employee is required to work overtime he/she may punch out at the end of his/her regular shift in order to have a lunch period (unpaid) or he/she may work right through if he/she prefers.

An employee temporarily transferred to another job by the Company on an emergency basis, will retain eligibility for overtime on his/her original job for twenty (20) working days.

An employee called back to work after his/her regular working hours after having left the Company premises shall be paid for the time worked at the applicable overtime rate or for four (4) hours at his/her basic hourly rate, whichever is greater. Except for other emergency work, an employee who is called in shall only perform the work that is required at the time of the call-in.

ARTICLE 8: WAGES

8.01 It is the policy of the company to pay wage rates equal to, or better than the average of rates paid in the community for comparable work.

8.02 The schedule of rate ranges, including the start rate and the Occupational rate shall be in effect following the effective date of this Agreement. The Parties to this Agreement recognize that technological progress, better tools, processes and equipment, together with increased knowledge, efficiency and application of Employees working under conditions of mutual cooperation make for improved social and economic conditions. The term start rate as used in this Article or elsewhere in this Agreement shall mean the Occupation Rate for the relevant Occupation less 10%.

- 8.03 An experienced employee may be hired at a rate not more than ten cents (10¢) below the job rate for the occupational classification for which he was hired and will be advanced to the job rate when he produces the normal quantity and quality and in any event at the end of a period not to exceed six (6) months from the date of hiring.
- 8.04 All Employees will receive one performance review per year. Employees will be required to participate in such reviews. The Employee will be given a copy of the written performance review. In reviewing the performance of Employees, supervision will take into account absences granted for Union business.

Progression from the start rate will be increased per the Progression table. Progression from one rate to the next rate on the relevant table will occur no later than every three months. Progression from Start Rate to the Occupation Rate for a particular Occupation will take no longer than 12 months. The Progression Table will be updated quarterly following any COLA adjustments and a copy will be provided to the Union. Progression from one rate to the next is conditional on an Employee continuously working during the relevant period. If an Employee is absent on an approved leave (e.g. STD/LTD/MAT/PAT/LOA) greater than two weeks, the timing of the subsequent progressions will be delayed by the length of the absence.

Employees who are upgraded on a permanent basis to a higher paid Occupation will be paid the Job Rate for such Occupation.

- 8.05 Any complaint resulting from a change in job content in an occupational classification, or concerning the rate for new work placed in an existing occupational classification, or regarding the rate established for a new occupational classification may be taken up under the grievance procedure, as outlined in Article 16, Grievance Procedure.
- 8.06 An Employee designated by the Company as a Lead Hand will be paid a premium of five per cent (5%) of the top Occupation rate of the Occupations being led.
- 8.07 Seniority lists established in accordance with Article 13: Seniority/Probation Lists/Layoff/Recall shall indicate the Employee's seniority, occupational classification and any additional occupational classifications assigned to the employee. The Company will review with the Union, on request, any occupational classification removed or added during the previous six months. Does not apply to Arnprior
- 8.08 Definition of Classification and Occupation as applied in the Agreement:

1. Classification- is the general designation of a type of work, e.g. Skilled Trades, Quality, Production
2. Occupation-- is a particular position within a Classification and is designated by a code number:
e.g. TR04 Jig Bore Machinist, 08 Electrician/Maintenance
06 Decontamination Operator

Arnprior only:

- 8.09 (a) If the Company proposes to establish a new job classification or if there is a substantial change in the job content of an existing job resulting in the downgrading of such job, the Company and the Union will meet to discuss the job and the proposed rate. If the parties cannot agree, the matter may then be processed through the grievance procedure and ultimately at arbitration under the procedures set forth in Article 16 of the Collective Agreement.
- (b) An employee who believes that a substantial change in his/her job content should result in an upgrading of his/her job classification will be given an opportunity to discuss the matter with the Company and at such discussion he/she will be accompanied by a representative of the Union.

Cost Of Living Allowance

- 8.10 For the duration of this collective agreement, the CPI Base shall be set at the (2002=100) Consumer Price Index for November 2012.

In the first year of the collective agreement, the following payment will apply:

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of February 2013 exceeds the CPI Base of November 2012.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of May 2013 exceeds the CPI Base of November 2012, less the value of the allowance that has been paid for February 2013.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of August 2013 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February and May 2013.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of November 2013 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May and August 2013.

In the second year of the collective agreement, the following payment will apply:

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of February 2014 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May, August and November 2013.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of May 2014 exceeds the CPI Base of November 2012, less the value of the allowance that has been paid for February, May, August, November 2013 and February 2014.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of August 2014 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May, August, November 2013 and February, May 2014.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of November 2014 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May and August, November 2013 and February, May and August 2014.

In the third year of the collective agreement, the following payment will apply:

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of February 2015 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May, August and November 2013 and February, May, August and November 2014.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of May 2015 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May, August, November 2013 and February, May, August and November 2014, and February 2015.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of August 2015 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May, August, November 2013 and February, May, August, November 2014, and February, May 2015.

An allowance equal to one cent (1¢) per hour for each 0.0606 points (calculated to the nearest cent) by which the CPI for the month of November 2015 exceeds the CPI Base of November 2012, less the value of the sum of the allowances that have been paid for February, May, August, November 2013 and February, May, August, November 2014, and February, May and August 2015.

If as a result of the quarterly calculations above, the value of the allowance payable is negative for a given period, it shall not reduce the wage rates set out in Schedule A and the payment of the allowance for that period will be nil and computed as zero in the calculations for the subsequent quarterly periods.

Payment of the Cost of Living Allowance will commence at the start of the payroll period next following the issue of the index for February, May, August, and November in 2013, 2014 and 2015.

The Cost of Living will be a separate allowance calculated by multiplying the allowance by the number of hours worked including actual overtime hours worked and will also be included in the calculation of Vacation Pay, Paid Holidays, and other paid absences.

The amount of the Cost of Living Allowance payable following the issue of the index for November 2013 will be incorporated into the Job Rates at the same time as the second year general increase. The amount of the Cost of Living Allowance payable following the issue of the index for November 2014 will be incorporated in the Job Rates at the same time as the third year general increase.

The CPI referred to in the above formula is the Statistics Canada 2002=100.

ARTICLE 9: SHIFT WORK

Peterborough/Toronto

9.01 A bonus of 4 percent of an employee's seniority card rate will be paid for all time worked on regular second shifts and 6 percent will be paid for all time worked on regular third shifts. Regular second and third shifts will start at 1:00 p.m. or later and will include such shifts as are worked by powerhouse attendants. Shifts starting after 9:45 p.m. will be recognized and paid as third shifts.

It is the desire of the Company and the Union that where second shifts are operated the second shift should follow immediately after the first shift, and variations from this shall be by mutual agreement.

- 9.02 When three eight hour shifts are required to cover the full twenty-four hour period and overlapping shift schedules are not established then where a non-working lunch period is scheduled for which payment is not otherwise made it will be paid for at the rate of 0.4 hours times the employee's current card rate.

In all other instances the lunch period will be unpaid.

Arnprior

- 9.03 An employee working on afternoon or night shift will be paid a shift premium of five percent (5%) per hour for each hour actually worked on that shift.

ARTICLE 10: VACATIONS
Peterborough/Toronto

10.01 Vacations with pay allowance will be granted to employees as follows:

| Years of Service Credits as of the end of Vacation Year | Vacation Entitlement |
|--|-----------------------------|
| 1 year | 2 weeks |
| 4 years | 3 weeks |
| 10 years | 4 weeks |
| 20 years | 5 weeks |
| 30 years | 6 weeks |

Where an employee's service credits do not total those set out in the above schedule by June 30th, but will do so by December 31st, by reason of his continuing to accumulate service credits he will qualify for the additional vacation when he accumulates the necessary service credits. Where such additional vacation is taken earlier than the qualifying date, payment of the additional allowance will not be made until the necessary service credits are accumulated.

- (a) It is not permissible to postpone vacations from one year to another. It is not permissible to omit vacations and draw vacation pay allowance in lieu thereof except at the request of the Plant Manager.
- (b) If a holiday which is subject to the provisions of Article 11, Paid Holidays, occurs during an employee's vacation, it will not be counted as part of his vacation and the employee will receive an extra day's vacation or an extra half days' vacation whichever is applicable.
- (c) When an employee who is eligible for vacation is granted a leave of absence, the first week (or the vacation period for which he is qualified) may be designated as vacation period and with the approval of the Plant Manager, the vacation pay allowance for which he has qualified may be paid at the time such leave of absence commences.

An employee who is absent because of extended illness or accident, or because he is laid off for lack of work, may (except in a plant or part thereof which is scheduled for an annual shutdown) have the first portion of such absence designated as the period of any vacation to which he may then be entitled if the Plant Manager shall approve.

An employee who is absent because of personal illness of short duration, or who is laid off due to lack of work for fifteen days or less, or whose absence is excused for personal business or holidays that are

unpaid may (with the Plant Manager's approval) utilize extra vacation time to which he is entitled in excess of the scheduled shutdown, or in excess of two weeks in locations where there is no shutdown, for such absences in the form of vacation days. This time may be paid out in units of no less than 1/2 day periods.

An employee who is absent from work for any reason other than those reasons listed above will not be entitled either to have his vacation scheduled or to receive a vacation allowance during the period of such absence.

- 10.02 Where the Plant observes a shutdown or shutdowns for vacation purposes, the vacation season will be considered to run concurrently with the shutdown period(s). An employee who is entitled to vacation beyond the period of any shutdown(s), may discuss his preferences with his Foreman and every reasonable effort will be made to arrive at a mutually satisfactory arrangement.

Two complete vacations will not normally be granted within a period of six consecutive months.

- 10.03 Except for employees covered under Section 10.04 (a) of this Article, vacation pay allowances will be based on the proportion of service credits accumulated at June 30th during the immediately preceding vacation year. The vacation pay will be the proportion of service credits times the appropriate number of weeks as set out in Section 10.01 above times the employee's current hourly earnings* times the number of hours in the employee's regular weekly schedule not to exceed the maximum number of hours per week which the employee may be required to work before an overtime premium becomes payable.

- 10.04 (a) An employee who has not completed his first fifty-two weeks of service credits by June 30th will be paid a vacation allowance calculated on the basis of 4 per cent of the employee's earnings during the period from the employee's date of hiring to June 30th.
- (b) An employee who is laid off indefinitely due to lack of work will be paid the appropriate pro rata allowance calculated from his date of employment or from the end of the second quarter of the calendar year in which he last received a vacation allowance.
- (c) (i) An employee who has been in the employ of the Company for three months or less, and whose employment is discontinued by the Company, will receive an allowance of 4 per cent of the employee's earnings during the period

from the employee's date of hiring to date of termination of employment.

- (ii) An employee who has been in the employ of the Company for more than three months, and whose employment is terminated for any reason will be paid the appropriate pro rata vacation allowance calculated from his date of employment, or from the end of the second quarter of the calendar year in which he last received a vacation allowance, whichever is the later.

* "Current hourly earnings" means an employee's then current hourly rate. An employee who has been downgraded during the second, third or fourth fiscal quarter and prior to the vacation date will, for the purpose of this Article, be considered to have earnings of the fiscal quarter immediately prior to the quarter in which the downgrading occurred. Notwithstanding the foregoing employees steadily employed on second or third shifts will have their night shift bonus included in their vacation pay.

Arnprior

- 10.05 An employee with less than one (1) year of continuous service as of January 1 shall be entitled to a vacation of one (1) day for each one (1) month of continuous service up to a maximum of ten (10) days, with pay of four percent (4%) of his/her total earnings with the Company during the year ending the previous December 31.
- 10.06 An employee with more than one (1) year but less than three (3) years of continuous service as of January 1 shall be entitled to a vacation of two (2) weeks with pay of four percent (4%) of his/her total earnings with the Company during the year ending the previous December 31. Total earnings to include Vacation Pay of previous year.
- 10.07 An employee with three (3) years but less than 10 years of continuous service as of January 1 shall be entitled to a vacation of three (3) weeks with pay of six percent (6%) of his/her total earnings with the Company during the year ending the previous December 31. Total earnings to include Vacation Pay of previous year.
- 10.08 An employee with ten (10) years or more of continuous service as of January 1 shall be entitled to a vacation of four (4) weeks with pay of eight percent (8%) of his/her total earnings with the Company during the year ending the previous December 31. Total earnings to include Vacation Pay of previous year.

- 10.09 An employee with twenty (20) years or more of continuous service as of January 1 shall be entitled to a vacation of five (5) weeks with pay of ten percent (10%) of his/her total earnings with the Company during the year ended the previous December 31. Total earnings to include Vacation Pay of previous year.
- 10.10 An employee with thirty (30) years or more of continuous service as of January 1 shall be entitled to a vacation of six (6) weeks with pay of twelve percent (12%) of his/her total earnings with the company during the year ended the previous December 31. Total earnings to include Vacation Pay of previous year. (effective January 1, 1997).
- 10.11 Where an employee's continuous service does not total those set out in the above provisions as of January 1, but will do so by December 31 by reason of his/her continuing to accumulate service, he/she will qualify for the additional vacation as of the date when he/she accumulates the necessary service.
- 10.12 Vacations must be taken during the twelve (12) month period immediately following the January 1 entitlement date.
- 10.13 An employee leaving the service of the Company will be entitled, if he/she has not already received it, to the Vacation Pay to which he/she became eligible on the January 1 immediately preceding and to vacation pay of four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) as the case may be, of his/her earnings since the previous December 31.
- 10.14 (a) The Company shall make reasonable efforts to meet the wishes of the employees in setting vacation dates. However, the Company reserves the right to set vacation dates. The Company may designate up to three (3) weeks of shutdown for vacation purposes in any year, of which two (2) will be in the July/August period and one (1) in the last week of December. The Paid Holidays applicable to Christmas Day and Boxing Day will be included in the December shutdown period. As of January 1, 1997, written vacation requested by an employee and approved by his/her supervisor, will be paid in the pay period the vacation is taken at his/her regular hourly rate, subject to the following – unused vacation, including the final adjustment for all vacation entitlement earned as of the previous December 31 will be paid in the pay period of December 15.
- (b) In any year in which there is no plant shutdown and subject to operational requirements scheduling of vacations will be done on the basis of employee preference and seniority.

- (c) Notwithstanding the other provisions of this article 10.14 employees with vacation entitlement in a year in excess of the vacation shutdown periods declared by the Company in (a) above will have their additional vacation scheduled as follows:
1. The employee shall advise the Company by March 1 when he/she wishes to take the vacation.
 2. The Company shall advise the employee whether or not the vacation request is approved by April 1.
 3. The Company will use seniority and operational requirements to determine which employees will have their vacation request approved.

10.15 Employees who have worked at least fourteen hundred hours (1400) in the year immediately prior to January 1 of the year in which vacation is to be taken will receive the greater of the percentage of total earnings to which they are entitled under article 10 and: 1) eighty (80) hours pay in the case of employees entitled under 10.06, 2) one hundred and twenty hours pay (120) in the case of employees entitled under 10.07, 3) one hundred and sixty hours pay (160) in the case of employees entitled under 10.08, 4) two hundred hours pay (200) in the case of employees entitled under 10.09, 5) two hundred and forty hours pay (240) in the case of employees entitled under 10.10.

10.16 Where as a result of an absence from work an employee has worked less than fourteen hundred hours (1400) in the year immediately prior to January 1 of the year in which a vacation is to be taken he/she will not be required to take vacation during that vacation year.

10.16.5 In the event of a layoff, where an employee has exhausted his/her bumping rights under Article 13 they may request to have any accrued vacation paid out. It is understood that this will be reflected in an employees' record of employment.

Shutdown

10.17 It is understood that employees who are not eligible for two (2) weeks' vacation will have first opportunity to perform any required shutdown work by seniority provided they can perform the work.

10.18 Any additional shutdown work will be offered to remaining employees by seniority provided they can perform the work and they have met the requirement under 10.14 a.

10.19 Production work during shutdown will be performed and equally distributed by employees who normally perform the work.

VOLUNTARY BANKING OF OVERTIME PAY for SHUTDOWN

10.20 The Parties recognize that shutdown periods in a given year may exceed an Employee's vacation entitlement. In order to ensure that they have income during a shutdown period, some Employees may want to defer payment of overtime earnings until the shutdown exceeds their vacation entitlement. Where an Employee's vacation entitlement for a given year is anticipated to be less than the length of the shutdown(s) in that year, the Employee may elect to "bank" overtime pay until the shutdown period on the following conditions:

- a) The Company reserves the right to cancel or change the shutdown periods at any time.
- b) It is not the intent of this provision to provide Employees with additional time off with pay. Employees must use all of their vacation time before relying on this process.
- c) Time will not be "banked", but rather the payment for the overtime performed will be deferred until the shutdown period, at which time the deferred payment of actual overtime earnings (less applicable regular deductions) will be made in a lump sum according to the regular pay cycle. The rate of overtime pay will be in accordance with Article 7.
- d) Employees can only defer payment for the amount equivalent to the difference between their vacation entitlement and the anticipated shutdown period.

Deferred payments cannot be carried over from one fiscal year to the next and any remaining payments will be paid out at the end of the fiscal year.

Employees wishing to participate in this option must advise their Supervisor and Human Resources in advance of performing the overtime.

ARTICLE 11: PAID HOLIDAYS
Peterborough/Toronto

11.01 The Company will recognize the following holidays:

| | |
|--|------------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | 1/2 Day before Christmas Day |
| Victoria Day | Christmas Day |
| Canada Day | Labour Day |
| Civic Holiday | |
| Three Days to be determined locally* | |
| One Half Day to be determined locally* | |

Effective January 1, 2014: 1 additional floater holiday to be determined locally.

To be determined as early as possible in each year by local Management, following discussion with the Union. In any event not less than three (3) months' notice in advance of the day or half day selected shall be given.

Provided that where, by this Agreement or by civic proclamation some other day is set aside to be observed instead of any of the above holidays, the Company may consider such other day as the paid holiday for the purpose of this Article.

The Company will pay eligible employees a day's pay for each such full holiday not worked and a half day's pay for each such half-holiday not worked, except as provided in Section 11.04 below. An employee is eligible provided each of the following conditions is met:

- (a) The employee has one month or more service credits with the Company.
- (b) The employee works his or her regular authorized shift upon the working day next preceding such full holiday, or half the number of hours in his or her regular authorized shift on the same working day in the case of a half day holiday, and also his or her regular authorized shift upon the first working day succeeding such holiday. This condition shall not prevent payment of holiday pay to:
 - (i) An employee who has been absent from work because of verified personal illness for not more than three months prior to the week in which the holiday occurs and who

works or who reports to the plant hospital prepared for work the next scheduled work day following the holiday; or

- (ii) An employee who is absent from work the first or both of these qualifying days due to being continuously on layoff not more than two weeks immediately prior to the week in which the holiday occurs; or
- (iii) An employee who has worked for the Company at any time within the fourteen calendar days prior to the holiday and who is absent either or both such work days due to verified personal illness or emergency illness at home, death in the immediate family, jury duty, layoff, Union business previously authorized absence or, for reason(s) which Management is satisfied are beyond the control of the employee.

For the purposes of this Article, when one of the above listed holidays (not including the half days) falls on a Saturday the preceding Friday will be observed as a holiday, and when it falls on a Sunday, the following Monday will be observed as a holiday. This is subject to any Government declaration regarding when a particular holiday will be observed. The half day holiday preceding Christmas Day provided for in this Article will be observed on the last half shift that would otherwise have been worked before the day observed as a holiday.

- 11.03 In addition to but subject to the provisions of Section 11.01, an eligible employee who works on any of the above listed holidays will be paid for the time so worked in accordance with Article 7, Overtime, Section 7.01 (b) (iii).
- 11.04 The Company will, if possible, shut down on the above listed holidays, productions jobs which are in operation twenty-four hours a day, seven days a week. The Union understands that this may not be possible in certain jobs. An eligible employee on such a seven day week operation who is scheduled to work on the holiday as part of his regular schedule and who fails to work as scheduled will not be paid for the holiday unless his failure to work on the holiday is due to verified personal illness, death in the immediate family, jury duty or emergency illness at home, and he is otherwise eligible in accordance with all of the provisions of Section 11.01 above.
- 11.05 (a) Pay as provided for the above full day holidays will be calculated on a basis of an employee's current hourly earnings* multiplied by the number of hours in the employee's then current standard work day.

(b) Pay as provided for the above half day holidays will be calculated on a basis of an employee's current hourly earnings* multiplied by half the number of hours in the employee's then current standard work day.

* "Current hourly earnings" means an employee's then current hourly rate. An employee who has been downgraded during the fiscal quarter, in which the holiday occurs will, for the purposes of this Article, be considered to have earnings of the immediate previous fiscal quarter.

11.06 Payment for the above holidays is not made as a bonus, and employees when on night shift will have their night shift premium included in their pay for such holidays.

11.07 In no event will an employee receive the holiday pay or premium more than once for a holiday.

11.08 A full day holiday shall be the twenty-four hour period following the start of an employee's regular shift that would otherwise have been worked. An eligible employee will be paid for the regularly scheduled number of hours that he would otherwise have worked during his first regular shift in this twenty-four hour period.

A half day holiday shall begin after an employee has worked half the authorized regularly scheduled number of hours that he would otherwise have worked for a full shift on the day in question. His pay for the half-day holiday will be based on half such regularly scheduled number of hours.

11.09 For the purposes of this Article, shifts starting before midnight Friday will be considered Friday shifts regardless of when they finish, and shifts starting after 9:00 p.m. Sunday will be considered Monday shifts.

11.10 For the purposes of this Article, where by civic proclamation some other day is set aside to be observed instead of any of the above holidays, the Company may consider such other day as the holiday.

Arnprior

11.11 For the purpose of this Agreement, the following are recognized as holidays:

| | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Civic Holiday |
| Labour Day | |

Effective January 1, 2014: 1 additional floater holiday to be determined locally.

11.12 Within each calendar year an employee will be granted three additional holidays with entitlement established as set out below:
Following each two month period of each calendar year — one (1) day.
The granting of these holidays shall be at a mutually agreeable time and they may be advanced or deferred from one period to another. If a holiday has been advanced to an employee whose services are terminated for any reason before he/she qualifies for such holidays the Company may recover the pay for the holiday from his/her final earnings. The Company reserves the right to assign such holidays if they have not been scheduled as of December 1 of each year.

11.13 An employee shall be paid at his/her basic hourly rate for eight (8) hours including shift premium for employees scheduled to work on afternoon or night shift on the day in question, for each of the above mentioned holidays, except where:

(a) he/she fails to work his/her full scheduled shift on the holiday after being notified by the Company to do so, unless authorized by the Company, or for a reason satisfactory to the Company, or

(b) he/she fails to work his/her full regularly scheduled shift immediately preceding and immediately following the holiday, unless such failure was due to an absence authorized by the Company, or for a reason satisfactory to the Company, or because the employee has been on layoff for a period not more than five (5) working days immediately prior to such holiday.

11.14 An employee qualifying for holiday pay as provided for in Section 11.13, who actually works on such holiday, shall be paid in addition, two (2) times his/her basic hourly rate for the time actually worked.

- 11.15 An employee who is required to work on a holiday but does not qualify for holiday pay as provided for in Section 11.13 shall be paid two (2) times his/her basic hourly rate for any time worked.
- 11.16 The provisions of this Article shall apply to the twenty-four (24) hour period coinciding with any such holiday. However, when another day is proclaimed in lieu of any such holiday, such provisions shall apply to such other day and not to the holiday.
- 11.17 If any of the holidays recognized in Section 11.11 fall during an employee's vacation as specified in Article 10, the employee shall, if he/she qualifies under Section 11.13, have a day which is recognized as a holiday in lieu of the day recognized in section 11.11. This day shall be taken on a day mutually agreed to by the Company and the employee.
- 11.18 Any time for which an employee is paid at his/her basic hourly rate under this Agreement shall be considered to be time worked for the purpose of determining if he/she is entitled to overtime rates for any other time worked.

ARTICLE 12: SERVICE RULES
Peterborough/Toronto

- 12.01 Subject to the provisions of this Article, "Service Credits" are credits allowed for periods during which the Employee is actually at work for the Company and for periods of absence for which credit is granted.
- 12.02 Each Employee laid off due to lack of work and re-employed after layoff, will, at the time of his re-employment, be notified as to the status of his/her Service Credits, if any.
- 12.03 Service Credits previously accumulated will be maintained unless the Employee:
- (a) Leaves voluntarily, or is discharged;
 - (b) Is absent from work for more than six working days without satisfactory explanation;
 - (c) Is absent from work for a continuous period of more than one year for any reason other than leave of absence granted by the Company in advance, or compensable injury (see Article 12.06);
 - (d) Is notified within a year from date of layoff that he may return but fails to return within ten days without satisfactory explanation;

- (e) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him/her by the Company.

12.04 If an individual who has lost prior Service Credits is re-employed he/she shall be considered a new Employee and will not receive Service Credits for any time prior to the date of such re-employment unless all or part of prior Service Credits are restored as follows:

- (a) The Company will, at the time of his/her re-employment, review his/her service record in those cases where he/she has lost prior Service Credits through the operation of Article 12 (c) above as a result of absence from work for a total continuous period of more than one year due to:
 - (i) layoff due to lack of work and/or
 - (ii) personal non-occupational illness or accident.

If such total period of absence did not exceed his/her prior service credits at the time such absence commenced, or five years, whichever is the shorter, his/her prior Service Credits will thereupon be automatically restored.

- (b) In accordance with the provisions of the current Income Extension Aid Agreement between the parties.
- (c) If the Company re-employs or has re-employed a former Employee who had two or more years of Service Credits at the time of a previous termination of service with the Company, and the Employee is not eligible for restoration of service under subsection (a) above, the Company will restore to such Employee such former service credits after the Employee has accumulated six months of Service Credits following such re-employment. Such service restoration will be contingent
 - (i) upon the Employee having fully repaid to the Company, within a reasonable time after re-employment any Income Extension Aid benefits paid to the Employee under either the 3 month lump sum termination option or as a lump sum due to a plant closing termination when such latter occurred within six months prior to the date of re-employment and
 - (ii) upon the Employee not having previously declined an opportunity to have said prior Service Credits restored by making a full

repayment of Income Extension Aid benefits of the kind referred to in (i) above.

12.05 Subject to Section 12.06 of this Article, Service Credits for each Employee shall be granted for periods during which the Employee is actually at work for the Company and for absences as follows:

(a) Employees with service credits totaling less than three months:

- (i) If absent on account of non-occupational illness or accident, will receive credit for all time that he/she was unable to work due to the illness or accident and for which he/she drew Short Term Disability (STD) benefits under the Company plan.
- (ii) If absent on account of lack of work or leave of absence, will receive credit for any absence of one week or less, but if out more than a full week no credit will be allowed for the entire absence.

(b) Employees with service credits totaling three months or more but less than fifty-two weeks:

- (i) If absent on account of non-occupational illness or accident, will receive credit as per (a)(i) above.
- (ii) If absent on account of layoff, will receive credit for any absence of two consecutive weeks or less, but if on layoff for more than two weeks no credit will be allowed for the entire absence, with the following exception: for seniority purposes only, the Employee will receive credit for all time that he/she was on the recall list.
- (iii) If granted a leave of absence by the company, will receive credit for the first two consecutive weeks of the absence. Where any such absence exceeds two weeks no credit will be allowed for the entire absence.

(c) Employees with service credits totaling 52 weeks or more:

- (i) If absent on account of non-occupational illness or accident, will receive credit for all time that he/she was unable to work due to the illness or

accident and for which he/she drew STD and Long Term Disability (LTD) benefits under the Company plans.

- (ii) If absent on account of layoff, will receive credit for absences of twelve months or less. Where any such absence exceeds twelve months, the excess time will not be credited, with the following exception: for seniority purposes only, the Employee will receive credit for all time that he/she was on the recall list.
- (iii) If granted a leave of absence by the Company, will receive credit for the first two weeks of the absence. Where any such absence exceeds two weeks, the excess time will not be credited.

Subject to the provisions of this Article, Service Credits allowable under this Section will be granted an Employee immediately upon his/her re-employment. A maximum of one (1) year of service credits granted under this section will be applicable to the calculation of vacation pay allowance.

Note: Implementation of these changes will be in accordance with the terms of the agreement signed by the parties on October 29, 1996.

12.06: When an Employee returns to work after an industrial accident, he/she will receive Service Credits for all time that he/she was unable to work due to the accident and for which he/she drew temporary disability compensation from the Workplace Safety Insurance Board. When an Employee ceases to receive a temporary disability compensation and reports to the appropriate Employment unit ready for work and the Company is unable to place him/her immediately, the Employee will receive Service Credits under Section 12.05 (a), (b) or (c) of this Article, whichever is applicable.

ARTICLE 13: SENIORITY / PROBATION LISTS/ LAYOFF/ RECALL

- 13.01 (a) Except as expressly provided elsewhere in this Agreement, the seniority of an individual employed by the Company means the length of his/her continuous service within the - Bargaining Unit since the date of his/her last hiring by the Company.
- (b) In the case of two or more employees who have the same seniority date relative seniority status between such employees will be determined on the basis of birth date,

with the more senior employee having the earlier birthday in the calendar year.

- (c) 13.01(b) will be effective for all new hires after February 16, 2007. Employees hired prior to February 16, 2007 will have their seniority determined on the basis of employee numbers assigned by the Company through the corporate payroll operation upon hiring. The more senior employee will have the lower number.

13.02 The seniority of an employee shall be completely lost if he/she:

- (a) Quits or retires. The notice of quit must be in writing to the Company. However, if no notice in writing is provided, the employee will be deemed to have quit upon being absent for six (6) working days, or
- (b) Is discharged and is not reinstated through the Grievance and Arbitration Procedure, or
- (c) Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him/her by the company, or
- (d) Is laid off for a period in excess of:
 - (i) 5 years or for a period equal to his/her seniority whichever is greater.
- (e) If an employee is absent for six (6) working days without properly notifying management; providing, however, an employee may be off with justifiable reasons but must assume the burden of proof for proving inability to properly notify management.
- (g) If an employee is absent for six (6) working days after the established recalled date. However, an employee may be off with justifiable reasons but must assume the burden of proof for proving inability to properly notify management.

13.03 An employee who is promoted out of the bargaining unit may not be returned to the bargaining unit.

Probationary Employees:

13.04 An employee shall be considered to be a probationary employee and shall have no seniority until he/she has accumulated ninety (90)

working days of service with the Company, at which time he/she shall have seniority dating from his/her last hiring.

- 13.05 A probationary employee may take advantage of the Grievance and Arbitration Procedure where his/her employment has been terminated.
- 13.06 Notwithstanding any other provisions contained in this collective agreement, the Company shall have the right to discharge an employee during the probationary period provided for in Articles 13.04 and 13.05 where in the Company's view the continued employment of the employee is not in the best interest of the Company.

Seniority Lists:

- 13.07 The Company shall prepare a seniority list in March, July and November of each year showing the last hiring date of each employee. The chairperson may request a seniority list at any time. Two (2) copies of such list shall be supplied to the Chairperson. The Union Chairperson shall post the seniority list on the Union notice board.

Layoff:

- 13.08 Insofar as reasonably possible, the Company will provide the Union with advance notice of all layoffs.

The Company will determine the number of affected Employees, the affected Classifications, and the affected Occupations.

- 13.09 As outlined in the Preamble to this Agreement, it is the desire of the Company and the Union to provide full and efficient employment. The Company recognizes that unnecessary movement of people not only disrupts Employees but also has a negative impact on quality and customer satisfaction. Therefore, the parties agree that when layoffs are occasioned by work shortages or other unforeseen circumstances, the following provisions shall apply. The parties also agree that these provisions shall not apply in the event of scheduled plant shutdowns.

Layoffs of Fifteen (15) Days or Less

- 13.10 In the event that it becomes necessary to layoff Employees in any classification for a period of fifteen (15) days or less the following rules will apply:
- Any Employees who have not completed their probationary period will be laid off.

- The Employees with the shortest seniority in the plant will be laid off, subject to the remaining Employees being able to meet all the requirements of the remaining work available.

Layoffs Exceeding Fifteen (15) Days

- 13.11 In the event that it becomes necessary to reduce the number of employees in any classification for a period of sixteen (16) days or more, the following rules shall apply:
- Any Employees who have not completed their probationary period will be laid off.
- 13.12 The next employee to be laid off will be the most junior employee in the affected Occupation. Employees are to be laid off from the affected classification and seniority will be the major factor governing such layoffs, subject to the remaining Employees being able to meet all the requirements of the remaining work.
- 13.13 An Employee who is laid off under Section 13.12 shall be entitled to exercise his/her seniority to bump a more junior Employee who is the most junior Employee in another Occupation, provided the Employee is able to meet all of the requirements of the remaining work.
- 13.14 An Employee who is laid off under Section 13.13 shall be entitled to exercise his/her seniority to bump a more junior Employee who is the most junior Employee in another Occupation, provided the Employee is able to meet all the requirements of the remaining work.
- 13.15 An Employee who is laid off under Section 13.14 will not be able to exercise their seniority to bump any other Employee in the Plant.
- 13.16 Employees with Seniority prior to January 1, 2003 will be eligible to displace an employee in order to maintain preferential occupational choice if affected by a layoff.
- 13.17 In all cases of displacement, transfer or layoff due to lack of work of employees with established seniority it is understood that in claiming a job under article 13.12, 13.13, 13.14 that the employee must meet the requirements of that work in that Occupation in the terms of quality and quantity, within twenty (20) working days of training or such longer period as is mutually agreed.
- 13.18 The parties recognize that it is not the purpose of the layoff provisions to provide Employees with upgrading opportunities. However, an Employee with five (5) or more years' seniority may bump a more junior Employee on an upgraded Occupation for which the more senior Employee does not currently meet the normal requirements of the work provided he/she

has been assessed by the Company as being capable of performing the job. Such an Employee will be provided with twenty (20) working days of training.

13.19 Notwithstanding the foregoing, Union Representatives shall be retained by the Company regardless of seniority as long as there is remaining work available for which he/she can meet all the requirements AND provided there are other Employees in the Bargaining Unit who have been retained to work in the Plant.

13.20 An Employee may choose immediate layoff instead of following the procedure set out above without losing his/her recall rights.

Recall:

13.21 An employee laid off due to a lack of work will have his/her name retained on the recall list as per article 13.01, 13.02.

13.22 An employee who has been removed from his occupational classification due to lack of work will have return rights to that occupational classification and shall have preferential rights for re-hiring in accordance with the following provisions:

Employees shall be recalled in order of Seniority. Based on the number of employees required at any one time, employees will be sent notices by registered mail stating the jobs available and the proposed time of hiring which shall not be less than ten (10) days from the date of such mailing. Such notices shall be mailed to the last known address. The Company shall not be required, however, to re-hire at any time any person who shall have failed to communicate to the Company in the seven (7) days excluding Saturday and Sunday, following the date of mailing of notices, his/her intention to return to work at the time specified in such notice.

13.23 An employee who is laid off and subsequently recalled to a lower rated Occupation or who bumps in accordance with article 13.12,13.13, 13.14 shall be entitled to return to his/her former Occupation when it becomes available and should he/she refuse, such entitlement shall be lost.

13.24 An employee laid off who refuses a recall to a lower rated occupation shall only be entitled to recall rights to his/her former Occupation. If the recall is expected to be for one (1) month or less, the employee can refuse the recall without losing his/her rights to future recalls.

13.25 If an employee with five (5) or more years of seniority is recalled to a lower rated Occupation he/she will be entitled to fifteen (15) working

days with training normally provided in the area, or such longer period as is mutually agreed upon.

- 13.26 When the Company knows at the outset that the job opening(s) will last for more than fifteen (15) days, it is not the Company's intention to deliberately bring in a person from the recall list for a period of less than fifteen (15) days, then lay them off and bring them in again, so as to avoid the provisions of Article 13.

**ARTICLE 14: TRANSFERS TO OTHER JOBS
Peterborough/Toronto**

- 14.01 Employees transferred will receive the job rate for the occupational classification to which they are assigned when they produce the normal quantity and quality.
- 14.02 An employee transferred to a higher occupational classification in the same occupation will be paid at least the minimum of the range or his then current card rate whichever is higher.
- 14.03 An employee who, because of lack of work, displaces to a different occupational classification under the provisions of Article 13.02 will be given one week's notice. During that time he will be paid his hourly rate while remaining on the old job or, if transferred, will be paid at a rate not less than the hourly rate of the employee's former job for up to 39 weeks immediately following the date of displacement.
- 14.04 The above paragraph shall not be deemed mandatory in the event that an employee selects an open job in preference to exercising his seniority rights under Article 13.
- 14.05 An employee who is temporarily transferred to another occupational classification and is paid at a higher rate than his current card rate, will be paid overtime premium, vacation, and paid holidays that occur within this temporary period at the higher rate of pay.

ARTICLE 15: REPORTING FOR WORK

- 15.01 Employees reporting for work who have not been told in advance* not to report will be given work for at least the half shift for which they report or, if no work is available, they will be paid their hourly rate for the half shift for which they report.

This obligation will not prevail:

- (a) When the employee is prevented from working because of

- (i) A power shortage or failure of power supply
 - (ii) Any circumstance beyond the control of the company
- (b) If the employee does not keep the Company advised of his or her current address and phone number.

* Every effort will be made to give such notice as far in advance as possible.

15.02 When an employee suffers an industrial injury while at work for the Company and is instructed to leave the Plant to obtain medical attention then, if he is unable to return to work or is directed not to do so, he will be paid for the remainder of the shift in which he left the Plant. Payment in such cases will be the same as outlined in Section 15.01 above.

ARTICLE 16: GRIEVANCE ARBITRATION PROCEDURE

Toronto/Peterborough

16.01 Unless otherwise provided for in this Agreement, every subject of joint discussion will first be taken up by the Union and the Company in accordance with the procedures provided for in this Agreement, and every effort will be made by the parties to reach a mutually satisfactory agreement as quickly as possible.

16.02 If an employee wishes to have a grievance or complaint taken up, it will first be taken up orally with his Supervisor, within five (5) working days of the occurrence of the event(s) or five (5) working days from the time the employee had knowledge of the event and this occurred in a reasonable time frame. He may do this personally, with or without his Steward or he may request the Steward to do it for him. The employee will be present when the matter is discussed by the Steward and the Supervisor if the Supervisor or Steward so requests. If an employee has requested his Steward to be a party to the presentation of the grievance, the Steward shall be present on any subsequent discussions of the grievance with the employee while the grievance is being processed, except that if such discussion takes place with the Manager's Committee, or during proceedings under Article 17, Arbitration, the employee may instead be represented by other representatives of the Union, as provided for in this Article. Any complaint or grievance filed by an employee beyond the five (5) day period indicated above will not be considered unless the employee is able to provide a reasonable explanation of the delay to Management.

The Supervisor will reply to the grievance orally within two (2) working days after its presentation or within any longer period which may be mutually agreed upon.

If the Supervisor's answer is not satisfactory the grievance may be submitted in writing and given to the Manager within five (5) working days of the Supervisor's response.

- 16.03 The Manager, the Supervisor, the grievor and Steward will meet within five (5) working days to discuss the grievance and attempt to reach a resolution. The Manager will reply to the grievance in writing within five (5) working days after the meeting or within any longer period which may be mutually agreed upon. Should the grievance be denied, the reply will outline the reason for that decision.
- 16.04 Any grievance requiring further processing from the previous Section may be referred by the Union Grievance Panel (which may include the National Representative) to the Manager's Committee within five (5) working days of the grievance being committed to writing in the previous step. The Union Grievance Panel will give the Manager's Committee at least five (5) working days' notice in writing of any grievance to be discussed. The Manager's Committee will establish a regular day on which, each week, it will meet with a Grievance Committee composed of not more than three employees if there are any such grievances to discuss, and will take up all grievances processed to this stage.

After hearing the Union Grievance Panel's presentation of the grievance, Manager's Committee will:

- (a) Give an answer in writing covering the relevant points of the grievance within five (5) working days after the meeting has been held, or within any longer period which may be mutually agreed upon, or
- (b) In cases where either party desires further investigation or discussion, again meet with the Union Grievance Panel within five (5) working days after the original meeting has been held, or within any longer period which may be mutually agreed upon. Where either party asks for a further meeting under this Section they may at the time the request is made notify the other party of any additional employee or management representative, who may be helpful in resolving the grievance, that they desire should attend such meeting. Where the Company requests such a meeting it will make an oral presentation of its decision, which will be promptly confirmed in writing. At this stage a full time representative of the Union may be present when the grievance is discussed if his presence is requested by either the Company or the Union.

- 16.05 The aggrieved employee will attend any of the meetings held between the Company and the Union in the processing of the grievance if requested by the Union.
- 16.06 If the time allowance provided for above and any mutually agreed upon extensions are not observed by the Union or the Company then the grievance will be considered to have advanced to the next stage.
- 16.07
- (a) It is recognized that Stewards, members of committees and Union officers have regular duties to perform as employees of the Company.
 - (b) The Company acknowledges the right of the Union to select Stewards to assist employees in presenting their grievances to the representatives of the Company. The number of such Stewards and the section within which each one may function will be in accordance with the Supplement attached to this Agreement.
 - (c) A Steward will assist in the presentation of a grievance only in the section he represents, except that if a Steward is absent from the Plant, or if during a temporary period no Steward has been appointed, the area Chief Steward may assist in presenting a grievance in that section.
 - (d) A Steward must notify his Supervisor and give specific reason when intending to spend time in respect to a grievance, but the consent or agreement of the Supervisor is not required.
 - (e) A Union representative who is privileged by agreement to take up Union business in a section other than his own will first obtain the consent of the Supervisor of that section before contacting any employee in that section, but such consent shall not be unreasonably withheld.
 - (f) Union representatives will be expected not to absent themselves from the Plant during working hours for the conduct of Union business other than with representatives of the Company without first obtaining permission from the Company to be absent. Management will not withhold such permission unreasonably. At least a half shift's notice should normally be given of such request and the granting of such request will be subject to vital production requirements.

- 16.08 For recognized stewards, Plant Chairperson and two (2) members of the Bargaining Committee, the Company will pay for one hundred percent of the time lost during regular scheduled working hours processing grievances with Management representatives as provided in Sections 16.02, 16.03, 16.04 and 16.10 of this Article.

In cases where the Union requests that the grievor be present at Manager's Committee hearing(s), the Company will pay one hundred percent of the time spent during regular scheduled working hours at such hearing(s) by the grievor, or in the case of a group grievance one grievor selected to represent the group.

- 16.09 In those cases where it is mutually agreed by Management and Union representatives that an inspection of the job would be helpful in settling a grievance, a sub-committee of the Union, composed of not more than two employees of that Plant shall, with representatives of the Management, make an inspection of the job.

- 16.10 If either party has a complaint with respect to a representative of the other or alleges that there has been a misinterpretation, violation or non-application of this Agreement, or any of the provisions thereof, then either party may give to the other notice in writing of such complaint. Within five (5) working days of receipt of such notice a meeting will be held between the Manager's Committee and representatives, not exceeding five (5) in number, of the Executive committee of the Local. The party against whom the complaint has been made will give an answer in writing within five (5) working days of this meeting. If the matter is not thus settled to the mutual satisfaction of the parties then it may be further dealt with in a manner corresponding to the Grievance Procedure outlined above and observing the same requirements as to time allowances. It is not the intention of the parties that this Section will be used to bypass the regular Grievance Procedure which is outlined in the previous Sections.

Arbitration: Peterborough/Toronto

- 16.11 Disputes which are carried to the arbitration stage shall normally be heard before a single Arbitrator. The Company and the Union have expressed confidence in the ability of the under mentioned persons, and agree that they shall be called to arbitrate in the following order or as otherwise agreed between the parties:

Ms. P. Knopf
Mr. R. McDowell
Mr. R. Levinson
Ms. Saltman
Mr. G. Luborski

The Arbitrator's expenses shall be borne in equal shares by the Company and the Union.

A grievance slated for arbitration shall proceed in the following manner:

- (a) A letter shall be sent within fifteen (15) working days to the arbitrator on a rotating basis.
- (b) The first or second date received for arbitration shall be accepted for a hearing and the Arbitrator shall be advised of the grievance(s) to be heard.

- 16.12 Notwithstanding Article 16.13 above, either party to the Agreement may waive a single Arbitrator in favour of a Board of Arbitration. This right shall be exercised within 15 working days of requesting or receiving a request for arbitration. Within five (5) working days thereafter each party shall appoint an arbitrator. In the event that the arbitrators so appointed are unable to settle the grievance within three (3) working days after their appointment they shall select a third person by mutual agreement who shall act as Chairman of an Arbitration Board. If they are unable to agree upon such a Chairman within a further period of four (4) working days, the Ontario Minister of Labour will be asked to appoint an impartial Chairperson.
- 16.13 No matter may be submitted to arbitration which has not been properly carried through all earlier steps provided for in this Agreement and/or its Memoranda.
- 16.14 No person may be appointed as an arbitrator who has been party to an attempt to negotiate or settle the grievance.
- 16.15 Where the Board deems it necessary to incur other expenses in connection with the case, the Board will consult with the parties before making its decision re: incurring such expenses. Expenses which may be incurred in connection with the services of the Chairman or arising out of this Section will be borne equally by both parties to this Agreement.
- 16.16 The Arbitration Board or Single Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement and/or its Memoranda, nor to alter, modify, add to or amend any part of this Agreement except as provided for in this Agreement and/or its Memoranda.
- 16.17 The decision of the Board or Single Arbitrator will be final and binding upon the parties and, recognizing the importance of promptly disposing

of all such cases, the Board will be requested to meet at the earliest opportunity and should render its decision within seven (7) working days from the time the matter was referred to them.

Grievance Procedure: Arnprior

16.18 A grievance is a difference concerning the interpretation, application, administration or alleged violation of this Agreement. Minor technical errors such as references to job classifications, dates, etc. will not invalidate a grievance. Such errors will be corrected at the earliest opportunity and the substance of the complaint reviewed and responded to as outlined hereunder.

16.19 The settlement of any particular grievance shall be binding on the Company, the Union or any employee.

Step 1

16.20 An employee or union representative shall submit his/her grievance in writing, signed by the grievor and union representative, to the immediate supervisor within five (5) working days of the occurrence of the event(s) or five (5) working days from the time the employee had knowledge of the event and this occurred in a reasonable time frame. The supervisor shall answer the grievance in writing within three (3) working days after he/she has received same.

Step 2

16.21 When the grievance cannot be settled under Article 16.22, it shall be presented to the Plant Manager within four (4) working days from Step 1. If he/she so desires, the employee may be accompanied by his/her steward. The Plant Manager shall give his/her decision in writing within four (4) working days.

Step 3

16.22 Failing a settlement at Step 2, the Grievance Committee may, within five (5) working days of the time at which the decision at Step 2 was received, give notice in writing to the Human Resources Manager of the Nuclear Products Business of the Company, requesting further consideration of the grievance. Company officials shall within five (5) working days of this time meet with the Grievance Committee to consider the grievance. The employee concerned shall be present at this meeting if either the Company or the Union requests. A National Representative may be present at this stage to assist the local Union. The Company shall give its decision in writing within five (5) working days of the meeting.

Group Grievance

16.23 Where two (2) or more employees have grievances which are sufficiently common in nature that they may be conveniently dealt with together,

such grievances may, within four (4) working days of the occurrence of the events giving rise to the grievances or within four (4) working days from the time the employees had knowledge of the events and this occurred in a reasonable time frame, be submitted together in writing listing the names of the grievors. The grievances shall thereafter be dealt with as a single grievance represented by two (2) of the employees, in accordance with the procedure set out in this Article.

- 16.24 Any grievance arising directly between the Company and the Union may, within ten (10) working days of the occurrence of the events giving rise to the grievance, be presented in writing by one party to the other. The parties shall meet and follow the procedure at Step 2, with any applicable modifications.
- 16.25 If the time allowances provided for above and any mutually agreed upon extensions, are not observed by the Union or the Company, then the grievance will be considered to have advanced to the next stage.
- 16.26 Saturdays, Sundays and holidays as defined in Article 11.11 shall not be counted in determining the time within which action is to be taken.
- 16.27 Any and all time limits fixed by Article 16 for the taking of action by either party or by an employee may be extended by agreement in writing between the parties.

Arbitration: Arnprior

- 16.28 Disputes which are carried to the arbitration stage shall normally be heard before a single arbitrator. The Company and the Union agree that the following persons shall be called to arbitrate on a rotation basis, and in order of their listing:
 - Ms. P. Knopf
 - Mr. R. McDowell
 - Mr. R. Levinson
 - Ms. Saltman
 - Mr. G. Luborski

The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance. The parties will share equally the costs of the Arbitrator.

- 16.29 The time limits specified in the above sections may be extended by written mutual agreement at any time prior to their expiration.
- 16.30 No matter may be submitted to arbitration which has not been properly carried through all earlier steps provided for in this Agreement.

- 16.31 No person may be appointed an Arbitrator who has been party to an attempt to negotiate or settle a grievance.

Procedure

- 16.32 The award of the Arbitrator shall be confined to the issues raised in the written grievance and the reply thereto by the other party.
- 16.33 The findings of the Arbitrator as to the facts, the interpretation of this Agreement and to whether or not it has been violated shall be conclusive and binding, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement.
- 16.34 In any case concerning the suspension or discharge of an employee who has attained seniority, the arbitrator may sustain the suspension or discharge, reinstate the employee (with or without pay for time lost and with or without loss of seniority) or make any other just and equitable award.

Suspension and Discharge

- 16.35 If an employee who has attained seniority believes that he/she has been suspended or discharged without just cause, the matter may be presented at Stage Three of the Grievance Procedure within five (5) working days after written notice of such suspension or discharge has been given.
- 16.36 If an employee who has been suspended or discharged wishes to discuss the matter with a steward or Grievance Committee member prior to leaving the Company premises, he/she shall be entitled to do so, provided such person or persons is available on the premises at the time of suspension or discharge.

ARTICLE 17: DISCIPLINE

- 17.01 For the purposes of this Article, discipline is defined as a written warning or more serious discipline. A copy of notices of discipline will be given to the Plant Chairperson.
- 17.02 A Union Representative will be present during all warnings regarding disciplinary actions and when an investigation is being conducted that will likely lead to disciplinary action. When an Employee is called to a disciplinary interview by a Supervisor or his/her designate, the Employee will be informed before the interview and his/her Union Representative will be present and the interview will not proceed until the Union Representative is present.

- 17.03 All notices of discipline will be removed from Employee records after eighteen (18) months have elapsed since the date of issue. An exception to the above will be any situation whereby the notice of discipline represents a re-occurrence of a similar nature within the eighteen (18) month period, in which case the prior notice will be retained in the records.
- 17.04 An Employee who is dismissed without notice, he/she will have the right to interview his/her Union Representative for a reasonable period of time before leaving the Plant.
- 17.05 If an Employee who believes that he/she has been suspended or discharged without just cause, the matter may be presented at Step 3 of the Grievance Procedure within five (5) working day after written notice of such suspension or discharge has been given.
- 17.06 It is the Company's intention that any necessary disciplinary action be taken in a timely manner and to that end will make every reasonable effort to communicate disciplinary action to the employee concerned and the union within five (5) working days or it is considered null and void. This five day commitment will be in place unless there are extenuating circumstances which make it difficult for the Company to comply.

ARTICLE 18: JURY DUTY

- 18.01 An employee who is selected for service as a juror and returns to work for those periods during his scheduled hours for the period in question which are not required for jury duty, will be compensated for earnings lost due to jury service up to his card or job rate, whichever is applicable, based on the number of hours provided by his regularly scheduled hours.
- 18.02 An employee who is subpoenaed to appear in court as a witness will be compensated for earnings lost in the same manner as if selected for jury service.
- 18.03 If an employee is called to serve jury duty while on vacation said employee will have the right to reschedule the vacation provided they have given the company reasonable advance notice of the request.
- 18.04 If an employee is called to serve jury duty or subpoenaed as a witness under this article while on vacation said employee will have the right to reschedule the vacation provided they have given the company reasonable advance notice of the request.

ARTICLE 19: TECHNOLOGICAL CHANGE

- 19.01 As required by the Canada Labour Code, the Company will provide the Union with advance notice of planned changes to equipment or processes which will result in the permanent displacement of employees and will meet with the Union to discuss the effect of these changes.

ARTICLE 20: BEREAVEMENT LEAVE

Peterborough/Toronto

- 20.01 An employee with one month of service credits or more who is absent from work solely due to the death and funeral of his father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, husband or wife, common law spouse, stillborn child, will be granted five (5) working days' leave of absence which normally must include the day of death or the day of the funeral, and will be reimbursed by the Company for time lost from his regular schedule as a result of such leave on the basis of card rate or job rate, whichever is applicable.
- 20.02 An employee with one month of service credits or more who is absent from work solely due to the death and funeral of his brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild, will be granted three (3) working days' leave of absence which normally must include the day of death or the day of the funeral, and will be reimbursed by the Company for time lost from his regular schedule as a result of such leave on the basis of card rate or job rate, whichever is applicable.
- 20.03 When an employee on vacation for at least one week experiences a death in the family that would otherwise qualify the employee for leave under 20.01 or 20.02 above, the employee will be entitled to substitute up to two (2) days of death in the family leave for days of vacation.
- 20.04 Those two (2) days may be subsequently taken as vacation per management approval, or, in the alternative, may be used to extend the vacation period then in progress.

Arnprior

- 20.06 Upon notification to the Company an employee shall be granted a leave of absence of five (5) consecutive scheduled working days with pay (excluding weekends) at his/her basic hourly rate for the purpose of attending the funeral or making arrangements in connection with the death of a parent, child, spouse, common law spouse, stillborn child and step-child. The term "spouse" will be deemed to be inclusive of same gender spouse.

Upon notification to the Company, an employee shall be granted a leave of absence of three (3) consecutive scheduled working days with pay (excluding weekends) at his/her basic hourly rate for the purpose of attending the funeral or making arrangements in connection with the death of a brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law and step-parents and grandparent.

The foregoing leave of five or three consecutive days will be defined as the day of the funeral and up to four or two additional days adjacent to the funeral day unless other arrangements satisfactory to the Company have been made due to the unusual and particular circumstances of any given situation.

20.07 Upon notification to the Company an employee shall be granted a leave of absence of one (1) day for the purpose of attending the funeral or for making funeral arrangements in connection with the death of a grandchild, aunt, uncle, brother-in-law or sister-in-law. If he/she would have otherwise been required to work on the said day, the employee will be paid for eight (8) hours for such day at his/her basic hourly rate.

20.08 When an employee on vacation for at least one (1) week experiences a death in the family that would otherwise qualify the employee for leave under 20.06 above, the employee will be entitled to substitute up to two (2) days of bereavement leave for days of vacation. Those two (2) days may be subsequently taken as vacation per management approval, or in the alternative, may be used to extend the vacation period then in progress.

ARTICLE 21: UNION REPRESENTATION

21.01 A Union Representative will be given the opportunity to meet with a newly hired Employee entering the Bargaining Unit for a fifteen (15) minute orientation meeting at a time and place acceptable to the Company. This meeting will take place within 3 days of Start date.

21.02 The Company shall recognize the following Union Representatives (the "Union Representatives"):

Each site shall have

- A Bargaining Committee of three (3) employees, including Chairperson
- The Union Representatives outlined above shall also serve as the Grievance Committee
- A Safety Committee of two (2) employees
- Three (3) stewards
- The Union will make reasonable effort to ensure each shift has either a steward or Chair in accordance with above

Peterborough only (in addition to above)

- Zone Representative
- Access of Nuclear Employees to Local 524 Benefits Representative, EAP Representative, Women's Advocate, Substance Abuse Representative, Pension Committee and President.

The Chairperson at each site shall be paid at the job rate for the highest paid Occupation at that site while they hold the Chairperson position. If a Chairperson's term ends, their rate of pay shall return to the job rate for the Occupation they are then currently performing.

21.03 Each Union Representative shall be an Employee who has completed his/her probationary period.

21.04 The Union shall from time to time notify the Company in writing of the names of the Employees who are serving as Union Representatives and the Company shall not be required to recognize them until so notified.

21.05 a) Union Representatives will be expected not to absent themselves from the Plant during working hours for the conduct of Union business and shall obtain the permission of his/her supervisor before leaving his/her working place to investigate or attempt to settle a grievance or attend a meeting with representative of the company or to attend local meetings. The granting of such request shall not be unreasonably denied.

b) A Union Representative shall obtain the permission of his/her Supervisor before leaving his/her working place to investigate or attempt to settle a grievance or attend a meeting with Representatives of the Company or to attend Local meetings. Such permission shall not be unreasonably denied.

21.06 The Company shall pay a Union Representative as per the collective agreement for time spent during his/her normal hours of work performing union business. If a Union Representative is not working on a shift at the time of such a meeting, but attends the meeting, he/she shall be paid as per the collective agreement.

21.07 The Company will meet with the Union Representatives as required.

21.08 In the event a new Committee Chairperson is elected, he/she will be provided with a position on day shift within 30 days of the appointment with the exception of the following classifications: skilled trades and quality. However, if the Chairperson is able to perform the work in an available position in one of the foregoing by virtue of the fact that he/she has previous experience in the position, then the exception will not apply

in that case. In providing the Chairperson with a position on day shift, the Company reserves the right to make any required personnel changes regardless of seniority and such moves will not be subject to grievance. In the event that the rate for that position is less than the rate currently received by the Chairperson he/she shall continue to receive the higher rate. In the event that the rate for the position is more than the rate currently received by the Chairperson he/she shall receive the rate for the position. Upon ceasing to occupy the position of Chairperson, the Chairperson shall revert to the position which he/she held prior to assuming the position of Chairperson. Any other employee who has been affected by the movement of the Chairperson will revert to his/her original position.

- 21.09 A National Union Representative, Union Local President or designated union representatives shall, after obtaining permission from the Plant Manager or his/her designated representative, have access to the plant during working hours, provided that the work of the Employees is not interfered with. Permission shall not be unreasonably withheld by the Company.
- 21.10 The Company will provide the Plant Chairperson with a desk, telephone, office, computer and secure filing cabinet in each plant. Each Plant Chairperson or his/her designate access the Company photocopy machine. The Company will grant any such reasonable request. The Company will provide the union an office by January 2009 or sooner.
- 21.11 Upon written request from the Union, the Company will grant a one (1) year leave of absence without pay to one Employee who is employed as an Officer of the Union during his/her term of office. The Union will make such written request to the Company at least one month prior to the commencement of any such leave.
- 21.12 The Company will grant a leave of absence with pay to members of the Union to attend to Union business outside the plant and will bill the Union monthly for reimbursement of such wages. The Union will make such written request to the Company at least one week prior to the commencement of such leave. The Union, realizing that the Company must maintain an efficient operation will be reasonable in requesting such leaves.
- 21.13 The Union will advise the Company in writing ahead of time of its intention to hold an Executive Committee Meeting and a Union Representative Meeting. The names of the Employees scheduled to attend will be listed, as well as the time of such meeting. Subject to operational requirements, the Company will endeavor to grant unpaid

leave of absence to said Employees. Such permission will not be unreasonably withheld.

ARTICLE 22: BULLETIN BOARDS

22.01 The Company agrees that a Company bulletin board shall be available in each of the plants to the Union for the posting of Union notices. All notices to be posted shall be signed by a designated union official prior to posting.

22.02 Company notices dealing with Company/Union relations will be presented and discussed with the Union prior to posting.

ARTICLE 23: STRIKES AND LOCKOUTS

23.01 During the term of this Agreement, the company agrees there shall be no lock out and the union agrees neither it nor its representative will cause or sanction a slowdown, strike or other stoppage of or interference with work.

23.02 Any employee violating this Article may be subject to discipline up to and including discharge

ARTICLE 24: INFORMATION TO THE UNION

24.01 Copies of all general notices which are posted on the Plant bulletin boards which deal with hours, wages or working conditions will be sent to the office of the local Union and will be provided to the plant chair person.

24.02 Lists showing those employees who have been hired or rehired, released, laid off for lack of work or transferred through the Human Resources Department will be sent weekly to the office of the local Union. The lists will show the name, the code number of the occupational classification, department and service credits and seniority for an prior.

The Company will supply the Union Committee the following information on a quarterly basis or upon request for the life of this Agreement and provide a copy to the local chairperson and send a copy to the local Union Office.

- Employees who are currently in the bargaining unit.
- Employee's number, classification, and home address and contact phone number to the extent available including and specifying group leaders and part time group leaders.

This information can only be used by the Union Committee and the local Union Office for the purpose of representing its members and cannot be used for any other purpose or disclosed to any person without receiving the Company's consent.

- Employee's status, sick benefits, LTD, WSIB, or on LOA.

- 24.03 Wage information showing the code number, occupational classification, number at each earned rate, high, low and weighted average will be supplied to the Union by the Company every twelve months for the life of this Agreement, covering the period of the third quarter of the year to be delivered to the Union by October 31st of each year.
Company to provide the National Union with full detailed compensation data used to determine each member's FAE calculations, including name, complete 5-year earnings history data, date of birth, service and seniority dates, job classification, gender and accrued pension and retiree by location, date of retirement, age at retirement, monthly pension amount, supplementary amounts, form of pension (eg. survivorship option, etc). Data to be supplied annually beginning on August 2010 in a format specified by the Union.

ARTICLE 25: NATIONAL SECURITY

- 25.01 The Government of Canada, through its agencies, has made the Company responsible for the maintenance of adequate security measures for the work carried out by it in the field of Nuclear Energy.
- 25.02 The Government of Canada, through its agencies, issues to the Company, as a contractor or sub-contractor on classified government work, certain instructions with regard to the personnel permitted by the Government agencies to work on such orders.
- 25.03 For the purpose only of implementing such instructions, the Company may transfer such Employees from such work or refuse such Employees access to such work.
- 25.04 Where an Employee is transferred out of such work or denied access to it arising out of such instructions, the Employee shall retain all other rights accruing to him/her under the Collective Agreement, including the seniority rights set out in Article 13, but excluding the right to utilize the Grievance Procedure for the purpose of nullifying the Government's instruction.
- 25.05 When the conditions which necessitated the original transfer cease to exist, such Employee will then be permitted to revert to his/her original status.

ARTICLE 26: MATERNITY AND PARENTAL LEAVE

The Company will grant Maternity Leave and Parental Leave in accordance with the provisions of the Canada Labour Code

ARTICLE 27: JOB VACANCIES

27.01 The Company shall not be required to post a job vacancy where an employee with return or re-hiring rights under Article 13 would be affected.

An employee on the recall list will be given preferential consideration for open jobs in the plant not filled through the below means before hiring new employees provided he/she can meet the normal requirements of the job in a time not significantly longer than that required by a new employee.

Consideration will be given provided that such employee makes application for consideration at the time of going out on recall and who has not otherwise limited his/her performance for jobs in the plant. When occasion arises to fill such open jobs from the recall list the company will telephone the employees to be contacted at the last known location.

Confirmation by registered mail will be made to those employees where contact by telephone could not be made. If the employee does not respond within 72 hours he/she will not be further considered for the job.

The above will be subject to the employee being able to return to work in a time not significantly longer than a new employee. (Does not apply to Arnprior).

The procedure for filling job vacancies (27.02 a, b, c) may be modified or superseded by agreement between local management and local union.

27.02 Job vacancies shall be posted internally and externally in a timely manner as soon as the vacancy is identified, and eligible employees may apply according to the following:

- (a) Notice of the vacancy shall be posted internally for five (5) working days.
- (b) Such notice shall describe the Job Classification and Occupation, the rate of pay, the estimated effective date (if other than as soon as reasonably practical), the hours of work (including shifts where applicable) and number of open jobs.

- (c) Employees with established seniority who are interested in applying for the vacancy must apply during this five (5) working day period on a form provided by the Company.
- (d) In filling vacancies under this Article an Employees' Seniority will be considered as an important factor but will not outweigh significant difference in skill, ability and experience.
- (e) It is permissible for an employee to submit an application for a job opening on behalf of another employee who is absent during the five (5) day posting period.
- (f) In addition, prior to leaving on an absence, an employee may leave notice in writing with his/her supervisor that his/her name is to be included on the list of applications for any job posting that may take place in his/her absence for the positions he/she has specified.
- (g) For employees in Peterborough please see Letter # 10. Notwithstanding Letter # 10 section 1(a), GEH-C will post the vacancy in GEH-C first. In the event that there are no qualified applicants within GEH-C, GEH-C will post the vacancy at General Electric Canada's other businesses in Peterborough ("GE Motors") prior to advertising to the general public.

27.03 In any situation involving the application of this Article, the Company may fill a job on an interim basis in order to provide continuity and maintain efficiency until the appropriate employee can transfer into/be hired for the position.

27.04 Where an Employee is selected to fill a vacancy, the Employee, unless there are extenuating circumstances, will be transferred to the position or paid the new job rate within fifteen (15) days of the selection. Where the transfer is to be delayed beyond thirty (30) days the Company will advise the affected Employee of the new transfer date and allow the Employee the option of declining the transfer. If the employee declines the position of this open position does not have to be posted again. The job will be awarded to the next qualified applicant from the initial posting.

27.05 Where no suitable internal applications are received for a vacancy, then any further vacancies within the same Job Classification within the next thirty (30) days will not require posting.

27.06 Where a regular day shift job becomes available it will be offered to the senior employee in the position required who is working on shift. However, it is recognized that in some cases because of production needs or training requirements it will be necessary to retain senior employees on shift and/or junior employees on days; although any such case will be for a temporary period of time. The Company agrees to make its best efforts to allow senior employees in a position to take

advantage of opportunities for regular day shift jobs in their job classification.

- 27.07 An employee who is successful in attaining an open job through the Job Posting Process will not have claim on a further job change by this means for a period of 12 months from the date of acceptance as per **27.04** unless the employee has been at job rate for 6 months or longer AND for whom the new job would be an upgrading except in cases where the job was or will be within the same Classification. (does not apply to the Arnprior plant).
- 27.08 The names of individuals represented by the Union who apply for such open jobs will be provided to the Plant Chair. The name of the individual selected to fill such open job will be posted on the bulletin boards within 5 days of acceptance.

ARTICLE 28: LEAD HANDS

- 28.01 The Company, at its exclusive discretion, may assign Employees in each job classification as Lead Hands.
- 28.02 An Employee assigned as a Lead Hand will, in addition to his/her regular duties, under supervisor's direction, assist and direct the work of hourly personnel in the performance of their duties.
- 28.03 The Lead Hand will not participate in the duties of hiring, dismissal and/or disciplinary activities.

ARTICLE 29: TRAINING

- 29.01 The parties recognize and agree that the success of the company to compete in global markets and provide employment and equitable working conditions will to a significant extent depend on our joint ability to:
- Increase our efficiency and job security
 - Reduce our operating cost base.
 - Restructure the way we do work to effect changes in traditional boundaries, job scopes and restrictive work practices.
 - Participate in the development of a multi-skilled high performance organization.
 - Implement new technology, systems and facilities renewal programs.
- 29.02 Employees are encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such other positions during working hours when it will not interfere with the plant

operation. The Company will not unreasonably withhold training opportunities to any employee who has indicated a desire to learn the work of other positions.

Arnprior/Toronto

- 29.03 The Company will meet with the Union Bargaining Committee at each site on a quarterly basis to review and discuss training matrices, training upgrade opportunities and the training and development of Employees in each Classification. The intent of the Parties is to use the matrix to ensure that all Employees are trained on multiple tasks. In these quarterly meetings, subject to production and training needs, the Parties will give consideration to seniority in the assignment of tasks. For clarity, it is not the intent of the Parties to use the need for flexibility as a means of keeping junior employees performing what are perceived to be preferred tasks for an excessive period of time.
- 29.04 At an Employee's request, the Company will meet with the Employee once per calendar year to discuss their individual training and development needs. On the request of the Employee, the Employee will be permitted to have a Union Representative present when this discussion is conducted.
- 29.05 While an Employee is training for a new upgraded Occupation, they will receive the higher of their current rate or the Start Rate for the upgraded Occupation. Employees will remain in their current job code unless and until they have successfully posted into the upgraded Occupation. Wage progression in the new Occupation will then occur as per Article 8.04.

ARTICLE 30: LEAVE OF ABSENCE

- 30.01 An employee who gives a reason satisfactory to the Company shall be granted a scheduled leave of absence without pay, subject to operational requirements and an employee may be required to exhaust any eligible vacation. Any leave of absence permit must be in writing and signed by an Authorized Company Representative. Permission, if granted, shall be given to the employee as soon as possible after his/her request.
- 30.02 During such leave of absence service, seniority and benefits will be continued as per the collective agreement.

ARTICLE 31: MODIFICATION

Either party to this Agreement, may during a period of one hundred and twenty days (120) prior to February 11, 2016, or any subsequent renewal date, give to the other in writing proposed modifications or revisions of any of the provisions hereof. The parties will meet for the purpose of negotiating such modifications or revisions within three weeks after such notice is given. Such negotiations will not continue beyond the expiration or renewal date of the Agreement unless the parties mutually agree to extend the period of negotiations.

ARTICLE 32: TERMINATION of CONTRACT

This Agreement will be binding upon the parties hereto and become effective from the 16th day of February 2013, and will be in full force and effect until February 11, 2016, and unless either party gives to the other written notice of termination within a period of one hundred and twenty (120) days prior to this date or any subsequent renewal date then it will continue in effect for a further year, without change, and so on from year to year thereafter unless modified as provided for above.

Any notice of termination will be accompanied by the proposals which the party giving notice wishes to submit for inclusion in a new Agreement. The parties will meet for the purpose of negotiating such proposals within three weeks after the termination notice is given. Such negotiations will not continue beyond the expiration date of the Agreement unless the parties mutually agree to extend the period of negotiations.

FOR GE HITACHI NUCLEAR ENERGY CANADA INC.

Stacia Boss _____

Tracy Reid _____

Anna Cvecich _____

**FOR THE NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS
LOCALS 252, 2228, 524**

Keith Osborne _____

Ken Lockhart _____

Gary Fulton _____

Adam Baker _____

Charles Purrier _____

David Swan _____

Cosimo Zaffino _____

Susan White _____

Dayna Howard _____

Les Vilneff _____

Dated this _____ day of _____ 2013

LETTERS OF UNDERSTANDING

| Letter # | Letter Subject |
|----------|---|
| 1 | Copies of Agreement – Arnprior, Toronto, Peterborough Arnprior Only |
| 2 | Arnprior - Sandvik Service Recognition |
| 3 | Arnprior - Restructuring of Classifications |
| 4 | Arnprior - Work Clothing |
| 5 | Arnprior - Continuous Shift |
| 6 | Arnprior - Notice of Contracting Out Toronto Only |
| 7 | Toronto – CAW Family Assistance Payment Peterborough & Toronto Only |
| 8 | Peterborough/Toronto - Notice of Contracting Out Peterborough Only |
| 9 | Peterborough - Continuous Operations - Overtime |
| 10 | Peterborough - Job Vacancies, Layoff & Employment Equity |
| 11 | Peterborough -Transfer to Bargaining Unit – Service Credits |
| 12 | Peterborough – Women’s Advocate |
| 13 | Peterborough-Substance Abuse Program |
| 14 | Peterborough – Field Work premium |
| 15 | Peterborough – Training Review |
| 16 | Peterborough – Change in Job Codes |
| 17 | Peterborough - Shift Change, Shift Bonus |
| 18 | Peterborough - Granting of Service Credits for Recall |
| 19 | Peterborough - Filling a Short Term Opening |
| 20 | Peterborough - Removal from Job-Inability to Qualify |
| 21 | Peterborough - Rate Maintenance – Recalls |
| 22 | Peterborough - Training Up Opportunity in a Family |
| 23 | Peterborough - Upgrade Training Arnprior, Toronto, Peterborough |
| 24 | Rehire Probationary Employees |
| 25 | Voluntary Retirement Offer – Layoff |
| 26 | Voluntary Retirement Offer – One time offer |
| 27 | Opportunity to Apply for Restoration of Service Credits |
| 28 | Paid Education Leave – PEL |
| 29 | Benefit Information Card |
| 30 | EAP - Shepell.fgi |
| 31 | Various Benefits Items |
| 32 | Wage Continuance STD |
| 33 | LTD Eligibility Ceasing – Employment Opportunities |
| 34 | Insurance Coverage – Leave of Absence – Full-time Union duties |
| 35 | Bereavement Leave – term husband or wife |
| 36 | Union Representation for Pension Discussion |

| | |
|----|---|
| 37 | Tools – Company provided |
| 38 | Employee Accommodation |
| 39 | Overtime Distribution (medical restriction) |
| 40 | Employment Equity |
| 41 | CAW Canada Health & Safety Representative – Plant Entry |
| 42 | Plant Closure |
| 43 | Employees Assigned Outside of the Plant |
| 44 | Transfer of Work |
| 45 | Transfer of Product Line |
| 46 | Relocation of Operation – Union Recognition |
| 47 | Training for Apprentices |
| 48 | Election of Union Officers on Company Property |
| 49 | Employee Transfer & Seniority Carryover |
| 50 | Leadership Fund |
| 51 | Spirit of Cooperation |
| 52 | Relationship between Bargaining Units |
| 53 | Vacation accrual discussion |
| | Wage Rate Tables Toronto, Peterborough, Arnprior |

Stacia Boss

Susan White

Letter #1 Copies of Agreement - ALL

This will confirm that Copies of this Agreement and a brochure outlining all current Company paid benefits will be provided to all Employees. The Collective Agreement will be provided within one hundred & twenty (120) days of ratification of the Agreement. The particular Supplement or Supplements will be given to an Employee and to the Union on request.

Arnprior Only

Letter #2 Arnprior - Sandvik Service Recognition

The following outlines the treatment of Sandvik service for those Employees who were hired by GE Canada (the Company) in October 1996 from Sandvik Steel Canada (Sandvik):

Treatment as a New Employee

An Employee who accepted the Offer of Employment with the Company will be covered, from the date of employment with the Company, under the Company benefits plans as a new Employee.

Collective Agreement

Notwithstanding the foregoing, all continuous service with Sandvik will be recognized in terms of applying the Collective Agreement (such as seniority, vacation entitlement, etc.).

Eligibility for Benefits

Notwithstanding the foregoing, all continuous service with Sandvik will be recognized for purposes of determining eligibility for all the Company benefits including pension.

Canadian General Electric pension Plan (CGE Plan)

The amount of pension benefit under the CGE Plan will be based only on continuous service subsequent to the date of employment with the Company. However, for any Employee retiring under the CGE Plan with five (5) or more years of continuous service with the Company, the calculation of the Supplemental Pension will reflect any continuous service with Sandvik subsequent to March 1, 1981, since the Employee's most recent date of hire by Sandvik.

Post-Retirement Benefits (other than pension)

Any Employee retiring from the Company with fewer than five (5) years of continuous service with the Company, will be provided with the same amount of life insurance coverage as provided by Sandvik to an Employee retiring from Sandvik at October 1, 1996. No other Post-Retirement Benefits will be provided to such Employee by the Company. Any Employee retiring from the Company with five (5) or more years of continuous service will qualify for the Post-Retirement Benefits then being offered by the Company to retiring represented hourly rated Employees.

Letter #3 Arnprior - Restructuring of Classifications and Occupations

The Company agrees that the restructuring of the old job codes 1 to 6 into the new Production Classification with the occupational job of Operator was completed with the intent of being proactive, flexible and ready for growth.

It is the intention of the Company to respect the seniority of Employees. Employees with seniority before January 1, 2003 will have the right to maintain their current position as long as they are able to meet normal quality and quantity. Such Employees will lose their preferential / "old" position if they voluntarily cross train on other positions within the new production classification or accept a position in the same or another occupational classification.

Letter #4 Arnprior - Work Clothing

The Company will continue its current practice of providing Employees with five (5) articles of work clothing on an annual basis consisting of pants and shirts. Cleaning of such clothing is the Employee's responsibility. Employees are expected to wear such clothing while at work for the Company.

The Company will provide three (3) pairs of coveralls to each Employee in the position of Electrician and five (5) pairs of coveralls to each Employee in the positions of Millwright and set up operator. The Company will be responsible for the cleaning of the coveralls and for issuing replacements on an as required basis as determined by the Company.

Letter # 5 Arnprior - Continuous Shift

It is the Company's intention to attempt to increase the volume of production and number of jobs in the Arnprior plant in future by bidding on a broader range of work/products than have traditionally been produced in the facility, but which leverage our core competencies.

In order to position the Company to competitively bid on such work, and accommodate the increased volume in the Plant, it may be necessary to implement a continuous shift arrangement for certain areas.

It is understood that any such continuous shift will only be implemented upon mutual agreement between the parties.

Letter #6 Arnprior Notice of Contracting Out

The Company agrees to meet with the Union in advance of implementing any decision to contract out work that is currently performed in the bargaining unit, for the purpose of explaining the reasons behind the decision and impact on the bargaining unit.

In the event layoffs may result from the contracting out, the Company will be prepared to consider alternatives to contracting out that may be suggested by the Union.

However, it is understood that the foregoing in no way restricts the Company's right to contract out work and to implement such decisions in a timely manner.

Toronto Only

Letter # 7 Toronto - Family Assistance Payment

The Company agrees to pay:

- \$2,500 per year over the next 3 years (2010, 2011, 2012) to Local 252 family assistance. This payment will be made June 1st of each relevant year.

Peterborough and Toronto

Letter #8 Peterborough/Toronto - Subcontracting – Notice to Union

Effective upon ratification, when the Company decides to have a subcontractor perform work in the Plant, that is of a non-emergency nature, which is expected to be in excess of five (5) working days; it will notify the Local Union of its decision in advance of such work commencing.

Peterborough Only

Letter # 9 Peterborough Overtime – Continuous Operations

It is agreed that Employees classified as being on continuous operations will be treated as follows:

Notwithstanding anything in the Collective Agreement regarding overtime premium, the Employees concerned shall be paid at the rate of time and one-half for all hours worked between the hours of twelve midnight (12:00) Friday and twelve midnight (12:00) Sunday, and for all time worked on their scheduled days off.

Such Employees will be paid an overtime rate of time and one-half for all time worked at the request of the Company in excess of the prescribed daily or weekly schedule except where such excess time results from regular shift changes.

An overtime rate of double time will be paid for all time worked in excess of twelve (12) hours in and twenty-four (24) hour period beginning at the Employee's regular starting time except where such excess results from regular shift changes and except when, by mutual agreement, the work day is more than 8 hours and except where the Employee(s) involved adjust their hours by mutual agreement.

For Operators on continuous shift operations whose scheduled hours average forty-two (42) hours per week the maximum number of hours for the purposes of vacation pay will be forty-two (42) hours and not forty (40) hours.

Letter #10 Job Vacancies, Layoffs and Employment Equity (Peterborough)

This will confirm the agreement reached during the discussions in February, 2010 between General Electric Canada, GE-Hitachi Nuclear Energy Canada Inc. ("GEH-C") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Local 524.

To further strengthen the joint commitment of the parties to employment equity, as outlined in Letter of Intent # [40], the parties agree to meet and consult in accordance with Section 15 of the *Employment Equity Act*. The parties will meet and discuss relevant employment equity issues to monitor successful implementation of employment equity.

1. In the event of an Open Job Vacancy* (the "vacancy") in GE-Hitachi Nuclear Energy Canada Inc.

- (a) GEH-C will post the vacancy in GEH-C and General Electric Canada's other businesses in Peterborough ("GE Motors") first;
- (b) In the event that there are no qualified applicants within GEH-C or GE Motors, GEH-C will advertise to the general public;
- (c) GEH-C shall continue to determine which applicants are qualified in accordance with the terms of the Collective Agreement;
- (d) If there are two or more qualified applicants, the qualified applicant with the greatest seniority will be chosen to fill the vacancy;
- (e) If an employee from GE Motors is the successful applicant, the employee will carry over the employee's seniority from GE Motors to GEH-C; and
- (f) Notwithstanding (d) above, if GEH-C must fill the vacancy with a qualified applicant who is a woman, a visible minority, an aboriginal person or a person with a disability in order to comply with its obligations under the *Federal Employment Equity Act*, then:

Step 1

GEH-C will identify the vacancy as a "target hire" and identify the designated group and will fill the vacancy with a qualified applicant with the most seniority who is a member of such designated group.

Step 2

If Step 1 proves unsuccessful, then GEH-C will fill the vacancy with a qualified applicant from the general public who is a member of such designated group. *An "Open Job Vacancy" is defined throughout this Letter of Intent as a vacancy for which no Employee has recall rights in the classification.

2. In the event of an Open Job Vacancy in GE Motors

- (a) GE Motors will post the vacancy in GE Motors and GEH-C first;
- (b) In the event that there are no qualified applicants within GE Motors and GEH-C, GE Motors will advertise to the general public; and
- (c) If an employee from GEH-C is the successful applicant, the employee will carry over the employee's seniority from GEH-C to GE Motors.

3. In the event of a Lay-Off in GEH-C

If an employee of GEH-C in Peterborough covered by the Collective Agreement with the CAW Local 524 has received a notice of layoff and has exhausted the Employee's department and GEH-C seniority and bumping rights under the Collective Agreement, GE Motors will allow the Employee to exercise the Employee's seniority rights to bump a more junior employee of GE Motors in Peterborough in accordance with the Collective Agreement between GE Motors and CAW Local 524.

4. In the event of a Lay-Off in GE Motors

If an employee of GE Motors in Peterborough covered by the Collective Agreement between GE Motors and the CAW Local 524 has received a notice of layoff and has exhausted the employee's department and plant-wide seniority and bumping rights under the Collective Agreement between GE Motors and the CAW Local 524, GEH-C will allow the employee to exercise the employees seniority rights with GE Motors to bump a more junior Employee of GEH-C in Peterborough subject to the following:

- (a) The employee must immediately advise GEH-C in writing of the employee's desire to exercise the employee's seniority rights to bump a more junior Employee of GEH-C in Peterborough;
- (b) The employee must successfully complete the standard interview and assessment process for the affected occupation;
- (c) The employee will only be entitled to exercise the employee's seniority rights to bump a more junior Employee in only the following GEH-C occupations:
 - i) Nuclear Fuel Assembly Operator (NF01)
 - ii) Repair & Clean (NP01)
 - iii) Material Stores/Shipping (NP02)
 - iv) Material/Stores/Paint/Crane (NH02)
 - v) Welder (NH01)

- vi) Tool & Die (TR03 and TR04)
- vii) Tool Room Machinist (TR05)

- (d) The employee will only be entitled to displace into an occupation in which he can meet normal quantity and quality within fifteen (15) working days of training, unless the employee has more than 15 years of service credits, in which case he will be required to meet the normal quality and quantity within twenty (20) working days of training;
- (e) Notwithstanding the foregoing, an employee displacing into the Nuclear Fuel Assembly Operator (NF01) occupation in accordance with this agreement will be entitled to up to sixty (60) working days of training in order to meet the qualification requirements and normal quality and quantity;
- (f) If, during the course of or following the completion of the training period outlined in (d) or (e) above, the employee has not met the qualification requirements and/or is not successful in the displacement and the opportunity will be given to the next most senior qualified applicant;
- (g) If the employee is not a member of one of the four designated groups under the Federal Employment Equity Act, the employee will be entitled to exercise the employee's seniority rights, unless the effect of doing so results in GEH-C violating, or not complying with, either its federally approved Employment Equity Plan or the Federal Employment Equity Act;
- (h) The employee will only be entitled to exercise the employee's seniority rights to bump a more junior Employee of GEH-C in accordance with GEH-C Collective Agreement;
- (i) If the employee is a member of one of the four designated groups under the Federal Employment Equity Act, the employee may, subject to all of the foregoing, be entitled to exercise the employee's seniority rights to bump a more junior Employee of GEH-C who is a member of the same designated group;
- (j) The Maximum number of employee's entitled to exercise their seniority rights to bump a more junior Employee of GEH-C in the NF01 occupation shall not exceed four (4) in any calendar year unless the total number of employee's in the NF01 occupation exceeds twenty (20) persons, in which case the maximum number of Employee's entitled to exercise their seniority rights to bump a more junior Employee of GEH-C in the NF01 occupation shall not exceed five (5) in any calendar year;

- (k) In the event that the total number of Employee's in the NF01 occupation falls below ten (10) persons, the maximum number of employee's entitled to exercise their seniority rights to bump a more junior Employee of GEH-C in the NF01 occupation shall not exceed three (3) in any calendar year; and
- (l) For greater certainty, no employee shall be entitled to exercise the employee's seniority rights to bump a more junior Employee of GEH-C in the effect of doing so results in GEH-C violating its federally approved Employment Equity Plan or results in GEH-C not, at the very least, maintaining its level of compliance with the Federal Employment Equity Act.

Letter #11 Peterborough - Transfer to Bargaining Unit – Service Credits

Notwithstanding the provisions of Article 13, this will confirm that in the application of accumulated Company Service Credits for seniority purposes, an Employee of the Company who has not previously worked in any bargaining unit as set out in the statement of the Parties in the Collective Agreement and who transfers into a Bargaining Unit covered by the Agreement after February 15, 2001, shall have available for seniority purposes in the Bargaining Unit only those service credits accumulated from the date of entry into the bargaining unit.

Letter #12 Peterborough - Women's Advocate

The Parties recognize that female Employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as the Company's Employee Assistance Program (EAP), other counselors, or women's shelters to assist them in dealing with these and other issues.

For this reason, the Parties agree to establish the role of a Women's Advocate in the Peterborough Motors Plant which will be filled by a CAW female member of the Local in good standing. In addition to her normal work duties, the Women's Advocate will meet with female Employees as required, to discuss problems with them and refer them to the appropriate external agency or resource when necessary.

The Women's Advocate will not leave her normal work duties without obtaining permission from her Supervisor. Such permission will not be unreasonably withheld.

The Company agrees to provide the Women's Advocate with a personal pager that female Employees can use to contact her. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female Employee is meeting with the Women's Advocate.

A female CAW member of the EAP Committee will be designated by the Union to serve as an alternate for the Women's Advocate solely during periods when the Women's Advocate is absent from the Plant (e.g., vacation, bereavement leave, short term disability).

The Women's Advocate will develop appropriate communications to inform female Employees about the advocacy role of the Women's Advocate. The Union will provide the Company with notices containing the names and contact information for the Women's Advocate and alternate which will be posted on bulletin boards.

An Employee designed as the Women's Advocate or Alternate will participate in an initial five (5) day training program, and subsequently an annual two (2) day training program. The Company will be responsible for lost wages and the Union will be responsible for all other expenses.

Letter # 13 Peterborough Substance Abuse Program

The Company and the Union are jointly concerned with the personal health of all Employees.

The Substance Abuse Program (SAP) in the Peterborough Motors Plant is designed to provide strictly confidential assistance to help Employees resolve substance abuse problems through a process of assessment, referral and after care.

Members of CAW Local 524 (Peterborough) EAP Committee (up to a maximum of 4) will serve in the role of substance abuse representatives. In addition to their normal work duties, such representatives will meet with individual Employees as required on a confidential basis to discuss substance abuse problems and refer them to the appropriate external agency or resource when necessary. The substance abuse representative will not leave his/her normal work duties without obtaining permission from his/her Supervisor. Such permission will not be unreasonably withheld. Employees serving in the capacity of Substance Abuse Representative will be compensated by the Company for time lost from their normal work schedules for this purpose at their regular straight time hourly rate.

The Company agrees to provide the Union with one personal pager for use by the Substance Abuse Representatives in order that Employees may contact them; and one cell phone for use when a Substance Abuse Representative is off-site accompanying an Employee to treatment. In addition, the Company will provide access to a private office so that confidentiality can be maintained when an Employee is meeting with a Substance Abuse Representative.

The Substance Abuse Program is voluntary and Employees will be encouraged to seek help directly through a Substance Abuse Representative, Union Representative, Supervisor or fellow Employee. While participating in

recommended rehabilitative approaches, Company benefit plan will be applicable as prescribed by the terms of those plans.

The EAP Committee (consisting of up to four (4) members of the Union and up to four (4) members of Management) will meet periodically as required to:

- Review the performance of the Program
- Decide on ways and means to promote the Program
- Jointly agree upon and supervise the content of the Program (e.g. referral agencies and programs, medical services, follow-up procedures, etc.)
- Jointly decide upon necessary training for the Substance Abuse Representatives
- Jointly decide upon, develop and present training for Supervisors, Union Representatives and Employees at large

The costs of such activities will be borne by the Company.

Letter # 14 Peterborough - Field Work

An Employee assigned to work at a customer's site (and not another Company or affiliated Company location) will, unless otherwise receiving a special rate identified with such work, be paid a premium of 5% on his regular pay rate for all hours paid for on the assignment.

Letter # 15 Peterborough - Training Review

The parties recognize and agree that the training objective is to provide opportunities to all Employees, while recognizing the role of seniority to achieve a required broad-based multi-skilling capability which supports and enhances organizational change thereby increasing job security and skill/career advancement.

The Department Supervisor and the Area Steward(s) will meet on a regular basis (timing as agreed by the parties) to review the training matrices and discuss the training and development of the Department.

Union Stewards will provide an update to the Plant Chair. At the request of either party a Task Force meeting will be held to discuss progress.

Letter # 16 Peterborough - Changes in Job Codes

The following will apply to changes in job codes following the date of ratification:

- (a) Employees who have previously held a code that the core skills have been changed will not be prevented from exercising their return/recall rights. In the case of a displacement, Employees will be permitted to displace as per Article 13: Increasing/Decreasing Forces.
- (b) Codes that have been amalgamated will not prevent an Employee who has held the core skills of the higher paying code from

exercising their displacement rights to this new code. For codes holding the same rate, an Employee who held one of the job codes previously will be able to displace into the new amalgamated code. Employees who have previously held a code that now forms a part of the new amalgamated code will not be prevented from exercising their return/recall rights. For amalgamated codes that are subsequently reevaluated we will process the Employee as per Article 13: Increasing/Decreasing Forces.

Letter # 17 Peterborough - Shift Change

An Employee who has a shift change under Article 7, Section 9 will be paid a shift bonus for the shift to which he/she is moved.

Letter #18 Peterborough - Granting of Service Credits for Recall

It is agreed regarding the administration of Article 13 that while under Article 12: Service Rules, one of the qualifications to the granting of Service Credits under Section 5 thereof is that the Employee must first return to work. Nevertheless, when considering an Employee for recall, the additional Service Credits which he/she would be granted if recalled at that time will be computed and added to the Service Credits the Employee had at the time of leaving the Plant, for the sole purpose of comparing his/her recall opportunity with those of other persons on the recall list.

In the event that the person being considered left the Plant due to non-occupational illness or accident, then the computation above referred to will include the time out of the Plant for reason of both illness and lack of work.

When an Employee has left the Plant due to non-occupational illness or accident, and while he/she is so absent his/her job is affected due to lack of work, when the Employee reports back to the Plant ready for work his/her Service Credits will be computed as outlined in the first paragraph, for the purpose of determining his/her job opportunities.

Letter #19 Peterborough Filling A Short Term Opening

On job openings of fifteen (15) days or less, Supervisors should attempt to assign to the job the senior Employee still in that Department who was removed from the job due to lack of work and who still maintains a return right, in cases where this will not create more inconvenience than would be the case if another Employee were assigned the work.

Letter #20 Peterborough Removal From Job – Inability to Qualify

Where an Employee with established seniority is removed from a job to which the Employee was transferred as a result of the application of Article 13 because of his/her inability to qualify on the job, and not because of lack of application on the Employee's part, the following will apply:

- a) The Company will first seek to place such Employee in an available open job which carries a rate equivalent to the rate of the job from which the Employee was originally transferred. It is understood that this would be done on the basis that, notwithstanding anything in the provision of Article 13 such Employee would be given the same consideration for the open job as other Employees in the Bargaining Unit who would also be eligible for consideration through the application of Article 13.
Where the Company is unable to so place the Employee removed, the Employee will be given the same seniority rights as if he/she had been removed due to lack of work from the job on which he/she failed to qualify.
- b) Where an Employee is removed as outlined in (a) above, the Employee will ordinarily not be removed without first having an opportunity to discuss his/her performance with the Company, at which time the Employee may have a Union Representative present if desired.

Letter #21 Peterborough - Rate Maintenance - Recalls

Effective for recalls and returns as indicated below which occur after ratification:

1(a) An Employee not on rate maintenance or an Employee on twenty six (26) week rate maintenance

In the event that an Employee is recalled (i.e. is back to work) to a lower rated job code within four (4) weeks from exiting the Plant on layoff, he/she will be eligible for rate maintenance for up to 39 weeks dating consecutively from the date of exiting the Plant on layoff.

Example:

- An Employee is displaced and/or laid off and exits the Plant from a job code with a rate of \$20 per hour
- Two (2) weeks following the layoff, the Employee is recalled to a job code with a rate of \$19 per hour
- The Employee would be eligible for reinstatement of his/her rate maintenance at \$20 per hour for up to 37 weeks (39 weeks – 2 weeks) from the date of his/her recall

1(b) An Employee on 39 week rate maintenance

However, if an Employee was on 39 week rate maintenance prior to exiting the Plant on layoff and is subsequently recalled to a lower rated job code (lower than the Employee's rate maintenance) within four (4) weeks, the Employee would then be eligible for the balance of any rate maintenance not already granted up to a maximum of 39 weeks dating consecutively from the original date rate maintenance commenced.

Example:

- An Employee on 39 week rate maintenance of \$20 per hour is displaced and/or laid off and exits the Plant after receiving rate maintenance for 10 weeks of the 39 weeks of rate maintenance

- Two week following the layoff, the Employee is recalled to a job code with a rate of \$19 per hour
 - The Employee would be eligible for reinstatement of his/her rate maintenance at \$20 per hour for up to 27 weeks (39 weeks – (10 weeks + 2 weeks)) from the date of his/her recall to work.
2. This will confirm the understanding between the Parties that an Employee eligible for 39 week rate maintenance, who exercises a return right to a lower paying job than their rate maintenance, will continue to be eligible for the balance of their 39 week rate maintenance per Article 14.03.

Letter #22 Peterborough - Training Up Opportunity in a Family

It is recognized that flexibility training shall be of benefit to both the Union and the Company. As a result, the Company will target 25% flexibility training on job codes in families where there is an upgrade opportunity for Employees.

Such training opportunities will be offered to Employees for whom it would be an upgrade, on the basis of the ask-down by seniority process. This ask-down procedure will take place each time a training opportunity for upgrade is identified and refusal for training will not disqualify an Employee for a future opportunity.

The Employee who accepts the ask-down will have their current skills assessed by the Supervisor. At this discussion the Employee, if he/she desires, may have a Union Steward present. This procedure will determine what training will be required on the 25% flex training as well as establish the Employee's new rate. The Employee will be told what his/her new rate is before starting the training and he/she will receive the higher of his/her current rate or the established rate for the 25% flex training, and this rate will be considered his/her hourly earnings for paid holidays, vacation, overtime, benefits and pension purposes. Any Employee accepting the 25% flexibility training in a job code will have the option of moving to the next job opening in that job code in line with seniority.

A review of the performance of the Employee on the 25% flex training will be made in accordance with Article 8.04(a) and (b) of the Agreement between General Electric Canada and the CAW-Canada and its Locals 252 and 524. Once the Employee completes the training and is receiving the higher rate, he/she will carry such rate until he/she is no longer part of the 25%.

Letter #23 Peterborough - Upgrade Training

It is understood in the ask-down procedure for upgrade the Employee will receive the higher of his/her current job rate or the new approved rate of the job transferred to and this rate will be considered as his/her current hourly earnings for paid holidays, vacation, overtime, pension and benefits purposes.

While training on the upgraded job classification, a review of the performance of any Employee affected will be made in accordance with Article 8.04(a) and (b) of

the Agreement between General Electric Canada and the CAW-Canada and its Locals 252 and 524.

Arnprior, Toronto, Peterborough Letters

Letter #24 Rehire Probationary Employees

A probationary Employee laid off because of lack of work shall retain credit for time worked towards the completion of his/her probationary period, provided he/she is rehired by the Company within a four (4) month period. In any event, probationary Employees shall not have preferential rights for rehiring.

Letter #25 Voluntary Retirement Offer - Layoff

The following confirms agreement that when a layoff would occur of an employee a voluntary retirement offer as per the attached will be made to one employee in the occupational classification, on the basis of seniority. If there is no volunteer in that occupational classification, or job family, the offer will be made to one employee in the Bargaining Unit on the basis of seniority.

This Agreement will be effective on and after the date of ratification and will be in effect for the currency of the 2013-2016 Collective Agreement.

Voluntary Retirement Option - Layoff

The terms and conditions of this voluntary retirement option apply when there is a lack of work in an occupational classification or job family of an employee.

1. Eligibility, at least age 55 and employed in the occupational classification or job family that is being decreased. When there is no such employee volunteer in the occupational classification or job family then this option will become available to one employee in the Bargaining Unit on the basis of seniority and who is at least age 55.
2. The last day worked/paid will be (to be determined by Company)
3. A lump sum payment equal to \$15,000 for an employee age 60 and over at his last day worked or an amount equal to the employee's Income Extension Aid, whichever is less, will be made shortly after the last day worked, in lieu of any Income Extension Aid entitlement.
4. For an employee under age 60, as of the last day worked, a lump sum payment equal to \$25,000 will be made on the same conditions as in the preceding paragraph.
 - (a) For those aged between 55 and 60 at last day worked/paid.

Company insurance benefit coverage will be continued up to the last day of the month containing the employees 60th birthday or an earlier date if

retirement is elected prior to age 60 on the same basis as for a laid off employee.

(b) For those aged 60 or over at last day worked/paid.

Company insurance benefit coverage will continue until the last day of the month containing the last day worked on the same basis as for a laid off employee. Upon retirement, Company retiree benefit coverage will commence where eligible.

5. Following exit from employment, premiums for voluntary insurance coverage are required to be paid for such coverage to be continued while eligible for the coverage.
6. Pension will be calculated up to the last day on payroll based on Pension Plan provisions as applicable and in effect on the retirement date.
7. The Company's understanding is that leaving the workforce voluntarily does not constitute a layoff as defined by Employment Insurance Canada. The EI record of employment will be marked "other" rather than "lack of work". EI may also consider the lump sum payment referred to in 2, above, to be earnings for EI purposes.

ELECTION:

Having carefully considered the conditions of this Voluntary Retirement Option that is being offered by the Company to me, I elect to accept the above terms and terminate my employment with the Company effective _____. I confirm that electing this option is fully voluntary on my part.

EMPLOYEE NAME: _____

EMPLOYEE NUMBER: _____

DATE: _____

EMPLOYEE SIGNATURE: _____

Letter #26 Voluntary Retirement – One time

This will confirm the agreement between the parties whereby the Company will offer Employees a one-time opportunity to voluntarily retire under the terms of the Company Pension Plan during the term of the 2013-2016 Collective Agreement, as outlined below:

- 1) The Company will post a notice in each plant soliciting volunteers for the program within 30 days following ratification of the Collective Agreement.
- 2) Employees may submit their applications for consideration within a period of 30 days following the posting of the notice.
- 3) Employees must be at least 55 years of age upon submitting an application.
- 4) Such voluntary retirement opportunities will be awarded on the basis of seniority.
- 5) Employees retiring under this option will receive a lump sum payment upon retirement of \$15,000 if they are 60 years of age or older as of the date they submit their application, or \$25,000 if they are less than 60 years of age as of the date they submit their application.
- 6) The Company will determine the last day worked for each employee.
- 7) The maximum number of such voluntary retirement opportunities to be awarded is as follows:
 - Local 524 – Peterborough Nuclear, 2
 - Local 252 – Toronto, 2
 - Local 2228 - Arnprior, 2

The Parties agree that certain classifications (to be determined) may create difficulties if Employees retire prior to the business having the opportunity to ensure qualified replacements are in place. To ensure a smooth transition, the Parties will discuss a timely exit of these Employees to protect the business' interests.

- 8) Company insurance benefit coverage will continue until the last day of the month containing the last day on the payroll on the same basis as for a laid off employee. Upon retirement, Company retiree benefit coverage will commence where eligible.
- 9) Pension will be calculated up to the last day on the payroll based on Pension Plan provisions as applicable and in effect on the retirement date.

- 10) The Company's understanding is that leaving the workforce voluntarily does not constitute a layoff as defined by Employment Insurance Canada. The EI record of employment will be marked "other" rather than "lack of work". EI may also consider the lump sum payment referred to in 5) above to be earnings for EI purposes.

Letter #27 Opportunity to Apply for Restoration of Service Credits

The Company agrees to provide a window of opportunity for employees to apply for restoration of service credits according to Exhibit B as referred to in the Pension Agreement, with the following amendment:

Restoration of **One Year** or more Prior Service Credits Lost at the time of a Previous Termination of Company Service

1. "Local HR review records to determine if there is one or more years of prior Service Credits and if there are any conditions to be satisfied prior to the restoration..."

Letter #28 Paid Education Leave

Effective following ratification, the Company agrees to pay into a Special Fund during the currency of the **2013-2016** Agreement two (2) cents per hour per Employee for all hours paid for the purpose of providing education leave for upgrading the Employee's skill in all aspects of Trade Union functions. Such payments to be paid on a quarterly basis commencing in March **2013** for the first quarter into a trust fund established by the National Union CAW, and sent by the Company to CAW Family Education Centre, R.R. #2, CAW Road # 25, Port Elgin, Ontario, N0H 2C5.

Letter #29 Benefits Information Card

Prescription Drug, Medical and Dental is administered by
Green Shield Canada
Claims Office: P. O. Box 1652
Windsor, ON N9A 7G5
1-888-711-1119

Disability and Life Claims are administered by
Sun Life Assurance Co. of Canada
Claims Office: P. O. Box 3417, Station "D"
Ottawa, ON K1P 1G1
1-800-469-7296
Disability Contract #'s: STD 25213, LTD 25259

Enter your 6 digit Employee Number here for handy reference

Keep us informed of any new dependents or changes to benefits provided
by your spouse's employer

Benefits Administration
Meadowvale
1-800-263-5955
Fax (905) 858-6623
E-Mail: ge.benefits@corporate.ge.com

Letter #30 EAP

This letter will confirm that the Company agrees to provide employee's access to the Employee Assistance Program (EAP) offered by Shepell.fgi, a program which provides support for a range of health and wellness issues through professional counseling and on-line support, as well as work-life balance solutions to help employees manage various everyday issues relating to family, work and financial concerns. This service will be free to employees, confidential and available 24 hours per day, seven days per week.

Letter #31 Various Benefit Items

This will confirm the understanding between the parties that when an employee applies for WSIB benefit coverage and there is a delay in obtaining a decision from the Board, the employee will be able to apply for STD benefits through the normal process. If the employee receives payment from both WSIB and through the STD plan, the employee agrees to reimburse the Company for the STD benefits paid.

The Company also confirms that employees will have access to Kids & Company, a corporate child and elder care service provider in Canada. The Company will provide further information on this benefit.

Finally, the Company confirms that employees going on maternity leave may be able to receive top up payments through their short-term disability (STD) Plan if they meet the STD eligibility provisions. The top up is paid over and above what the employee is receiving from EI and also covers the first two weeks of the waiting period for EI up to the maximum of the short-term disability coverage for the employee. This benefit is paid for 6 weeks for a normal delivery and 8 weeks in the case of a caesarean birth. In both cases, the claim must be supported by appropriate medical documentation and the file will be adjudicated by Sun Life.

Letter #32 Wage Continuance STD

The Company will pay hourly employees with service credits totaling three months or more, 66 2/3^{ths} % of a day pay for the 4th work day or the 4th and 5th work days of absence while totally disabled as a result of non-occupational sickness or accident, provided wages or weekly sickness and accident benefits are not payable for such days. A medical certificate or other proof maybe required.

For employees on a four shift schedule, the wage continuance plan would also cover a 6th and 7th work day when ever such was the case considering the particular absence in relation to that employee's schedule.

An employee with service credits totally three months or more will be reimbursed at 66 2/3^{ths} % of regular pay for time lost from his/her regular schedule on the day he/she receives a blood transfusion, radiation therapy, chemotherapy or kidney

dialysis at an approved hospital or clinic. A medical certificate or other proof maybe required. This undertaking will only apply to absences for which the employee is not entitled to a benefit under the terms of the Company's disability plans.

Letter #33 LTD Eligibility Ceasing – Employment Opportunities

Notwithstanding Article 12.03(c) and 12.04(a)(ii) of the Collective Agreement, an Employee with fifty-two (52) weeks of service credits or more, who has been absent from work due to disability for a period in excess of twenty-four (24) months, and has received benefits under the Company's Long Term Disability Plan during this period, will, when the Employee ceases to be eligible for benefits under the Company's Long Term Disability Plan, report to the Human Resources Office where his/her employment opportunities will be examined. In considering such opportunities the Employee will be given the same seniority rights as if removed from an occupational classification due to lack of work.

If the Employee returns to work, he/she will have his/her prior service credits restored and will receive service credits for the absence in accordance with Article 12.05.

If the Employee is not able to return to work, he/she will be placed on the recall list for the period of time appropriate to his/her service credits at the start of such absence subject to the provisions of Article 13. If the Employee is re-employed from the recall list, the Employee will have his/her prior service credits restored and will receive service credits for the absence in accordance with Article 12.05.

Letter # 34 Insurance Coverage - Leave of Absence – Full time Union duties

The Company will, at the Employee's option, continue an Employee's group insurance coverage (and that of eligible dependents) while such Employee is on approved leave of absence to perform full-time duties as a representative of a Company – CAW-Canada Local or Locals.

1. Insurance coverage (except Weekly Disability Benefits) will be continued for an Employee (and eligible dependents) who is on an approved leave of absence as a full-time representative of a Company – CAW-Canada Local or Locals at the date of this letter, and will be continued for the duration of such leave and any approved extension thereof.
2. The Employee's insurance coverage will be continued for any enrolled Employee (and eligible dependents_ who commences such a leave of absence after the date of this letter, except that the Weekly Disability Benefits coverage will be suspended 31 days after such leave commences and thereafter for the duration of such leave or any extension thereof.
3. Subject to the above, benefits will be as prescribed by the Plan. Benefits for Life Insurance and Accidental Death and Dismemberment and Weekly Disability Benefits, if applicable, will be based on the normal

straight time Company earnings of the Employee, computed on a basis of the Employee's standard work week for the week immediately prior to commencement of the leave but not to exceed 40 hours per week. These earnings will be adjusted so as to reflect any general wage or cost of living adjustment applicable to the Employees he/she represents under the terms of the Collective Agreement, if such adjustment would have been applicable to the Employee had he/she remained at work for the Company during the period of his leave of absence.

4. The amount of Insurance (Life, Accidental Death and Dismemberment, and Weekly Disability Benefits, if applicable) shall be as prescribed by the Plan for other full-time Employees with equivalent weekly earnings as calculated above.
5. An Employee who works part-time for the Company and the balance on Local Union business (such as a steward or member of a Local Executive or Bargaining Committee) will be eligible for the same coverage as would be provided if the Employee was working full-time at his/her regular earnings rate.

Letter #35 Bereavement Leave – term husband or wife

This will confirm that in the application of Article 20: Bereavement Leave, the term "husband or wife" will be deemed to include common law and same sex spouses.

Letter # 36 Union Representation for pension discussions

On the request of an Employee, the Employee will be permitted to have a Union Pension Representative or Union Representative present when the Employee is discussing his/her pension or benefit problems with the Company.

Letter #37 Tools – Company provided

The Company will provide all Employees with the necessary tools to perform their duties. Such tools may be audited from time to time.

Letter # 38 Employee Accommodation

In the event that an Employee becomes incapacitated and is unable to continue his/her job, an exception will be made in favour of such Employee on the following basis.

If a job vacancy occurs, which an incapacitated Employee can perform, he/she will be placed on such job without the necessity of a job posting.

A Doctor's certification of incapacity by the Employee's own Doctor must be submitted. Where there is a dispute about the Employee's incapacity, the Employee will be examined by a physician who is a specialist in the relevant field, selected by agreement between the Union and the Company. The decision of such specialist shall be final.

An Employee placed on a job because he/she is incapacitated will have that incapacity reviewed at least annually.

The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties.

Letter #39 Overtime Distribution - Medical Restriction

This will confirm that in the distribution of overtime opportunities under Article 7.08, Employees with medical work restrictions or on modified work will not be excluded from overtime assignments provided:

- They are “Employees concerned” within the meaning of the term as used in Article 7.08, and
- There is no medical restriction on the number of hours they are to work, and
- They are capable of performing the work in question for the overtime assignment within the prescribed medical restrictions.

Letter #40 Employment Equity

The Company falls under Federal jurisdiction for labour and employment law purposes. The Federal *Employment Equity Act* requires that employers consult with their Employees in the implementation of Equity programs.

For these reasons, and because of the Company’s commitment to Employment Equity and the management of cultural diversity as business priorities, the Company and the Union will meet as necessary at each Plant location to explore the Company’s Employment Equity Program and how it may affect Employees in the Bargaining Unit.

One objective of the Company’s Employment Equity Program is to focus on increasing the representation of the four Designated Groups (i.e. Women, visible minorities, Native Canadians and persons with disabilities) in occupations throughout the bargaining units, and, where applicable, to recommend areas for negotiation by the Parties for necessary modifications to the Collective Agreement to meet the requirements of the law.

The purpose of these discussions will be to enhance Employment Equity in the Bargaining Unit.

Letter #41 CAW-Canada Health and Safety Representative

This will confirm the agreement of the Parties that a CAW-Canada staff member, previously identified as the Union’s Health and Safety Representative, will be permitted entry to a Plant to investigate working conditions, on the invitation of the Joint Health and Safety Committee.

It is understood that the Union Health and Safety representative on receiving such invitation will arrange his/her visit to the Plant through the Company's Manager, Environment, Health and Safety (EHS) and will be accompanied by the Manager or a member of the EHS staff.

Letter #42 Plant Closure

The following will confirm the agreement of the Parties that the following adjustment procedures will be followed in the event of a Plant closure as defined in the income Extension Aid (IEA) Agreement that impacts members of the Bargaining Unit:

1. The Company and the Union agree to form an Employee Adjustment Committee with equal representation from each Party and with number of representatives to be by mutual agreement.
2. The Parties agree to seek appropriate financial assistance that may be available through federal and provincial governments.
3. Every Employee who is to be terminated due to the Plant closing will receive an in-depth, one hour individual needs assessment interview conducted on Company time without loss of wages to the Employee and provided at Company expense.
4. The Bargaining Committee of the Local plus the Union and Company Representatives on the Employee Adjustment Committee will be provided with up to three (3) days of training on adjustment issues and processes as determined by the Adjustment Committee. The training will be conducted on Company time during regular hours, without loss of wages to the Employees and provided at Company expense.
5. The Company will provide reasonable time off work without loss of wages to members of the Adjustment Committee to effectively do their jobs on the Committee.
6. In-Plant office space will be provided for the Adjustment Committee, equipped with a telephone, fax machine, copier, PC and printer until the Plant closing date.
Following the Plant closing date, any continuing need for similar office space will be provided out-of-plant at Company expense as appropriate and reasonable. Detailed terms will be negotiated by the Parties in the context of the specific circumstances.
7. Paid time off work of up to 20 hours will be granted to Employees who wish to participate in basic upgrading courses such as English, Math, Computer Awareness, and Blue Print Reading, etc. Such training will be determined by the Adjustment Committee on the basis of the needs assessment, and will be provided on Company time and at Company expense.
8. Payments up to a maximum of \$5,000 per eligible Employee will be made to recognized technical, vocational or professional schools for tuition charges for courses starting within one year of the Employee's termination date, and subject to the terms of the Income Extension Aid Plan.

Subject to the maximum payment referred to above, payment is inclusive of related compulsory fees, such as examination fees, lab fees, books and/or tools required for the approved course to an amount not to exceed the course tuition fee.

Letter #43 Employees Assigned Outside of the Plant

1. If the Company assigned Employees to work on sites outside the plant from the recall list, the Company will use its best judgment in estimating whether the duration of the job is expected to be for fifteen days or less, or more than fifteen days, and will select such Employees accordingly. It is recognized that circumstances may cause a job to take longer than fifteen (15) days.
2. If an Employee with greater seniority credits is laid off from the Bargaining Unit while a junior Employee is on an assignment to a site outside the plant, then such junior Employee will complete the assignment but will not be assigned to another field job or to a job in the plant before such senior Employee has had any appropriate opportunity in relation to such available work.
3. The Union will not have the right to make representation at the site on behalf of Employees. Any issue regarding the site assignment will be dealt with by the parties at GE Company location from which the assignment originated.
4. The parties recognize the difficulty of providing in a letter all details arising out of the assignment of Employees to sites outside the Plant and if matters arise not herein provided for an effort will be made to work out appropriate solutions.

Letter #44 Subject: Transfer of Work

Transfer of Work is defined as the discontinuance of ongoing production work at one Company location coupled with the assignment of the same work to a different Company location, if such assignment of work would directly cause a decrease in the number of Bargaining Unit Employees performing such work at the first location.

Employees with three (3) months or more of service credits whose work is so transferred will be given three (3) months' notice that their job is to be discontinued. For the application of this clause, Company location is defined as any such location nationally or internationally.

An Employee whose job is directly eliminated by the Transfer of Work (as defined above) and who, as a consequence, is transferred under any of the provisions of Article 13: Increasing and Decreasing Forces shall be paid on any job to which transferred in the Plant at a rate not less than the regular hourly day work rate of the job eliminated for up to thirty-nine (39) weeks immediately following the transfer.

In addition, an Employee who transfers to another Company location which is covered by the terms of this Collective Agreement and under the terms of this letter, shall carry his/her seniority to the Bargaining Unit (if applicable) at the new location.

Letter #45 Subject: Transfer of Product Line

In the event that the manufacture of a product line is moved to another Company Plant or to another employer, Employees with three (3) months or more of service credits whose work is so transferred will be given three (3) months' notice that their job is to be discontinued. For the application of this clause, Company Plant is defined as any such Plant nationally or internationally.

An Employee whose job is directly eliminated by the transfer of a product line and who as a consequence is transferred under any of the provisions of Article 13: Increasing and Decreasing Forces shall be paid on any job to which transferred in the Plant at a rate not less than the regular hourly day work rate of the job eliminated for up to 39 weeks immediately following the transfer.

In cases of such a move, preferential consideration will be given to the request of any such Employee who be laid off due to lack of work as a result of the move, and who asks to be employed at the new Company location to which his/her work has been transferred, on work for which he/she is qualified, or, if such work is no longer performed in the new Company location, on work for which he/she can qualify within a period of six (6) weeks. In giving such preferential consideration the Company will take into account the relative seniority of such Employees.

The above will apply notwithstanding any provisions to the contrary in any mutual document between the Parties dealing with Plant closing.

In addition to this, where such an Employee has been laid off for the above reason and makes application in person to some other Plant of the Company covered by the Collective Agreement between the Company and the Union, then during a period of six (6) months from the date of such application, the Plant to which the application has been made will give preferential consideration to such an Employee over persons making application for employment within the framework of the information he/she supplies on an application for filled out in making such application, for job openings for which the Employee is qualified or can qualify within a period of six (6) weeks.

Letter #46 Relocation of Operation - Union Recognition

In matters affecting Union recognition this will confirm the undertaking of General Electric Canada that when the Company moves an operation or part of an operation from a Plant covered by this Agreement to a new Company location within the same geographic area (i.e., as used by the Canadian Industrial Relations Board in certification) the Company will meet with

representatives of the Union to discuss the circumstances of such relocation. In such cases where the Company provides employees covered by this Agreement employment at the new location in accordance with Letter of Understanding #39 then where such employees would then form a majority of a unit agreed upon by the parties to be appropriate for Collective Bargaining, and provided a majority of the employees moving to the new location were paying union dues at the old location, then the Company will give voluntary recognition to the CAW-Canada as Bargaining Agent in the new location in accordance with the Canada Labour Code.

It is further agreed that where such voluntary recognition is entered into, the Company will furnish to the Union a copy of the current rates of pay in effect at the new location and will immediately apply the terms of the Master Collective Bargaining Agreement except for Articles 1,6, 8, 13, 14, 17, 27 and 28. The parties will promptly enter into negotiations on a Local Supplement and on those Articles of the Master Agreement not previously applied.

Letter #47 Training for Apprentices

In view of the changing educational and business environment, training requirements for apprentices are subject to change from time to time.

Management is prepared to discuss proposed changes with Local Union Representatives.

The Company also undertakes to ensure that when apprentices begin their training they will be thoroughly apprised of the proposed training assignments and will undergo periodic review in relation to course content and their individual progress.

Every reasonable effort will be made by the Company to see that the training schedules are conformed to.

Letter #48 Election of Union Officers on Company Premises

This will confirm the agreement between the Parties that during the term of this Agreement, the election of Officers may be conducted on Company premises under the following conditions:

- a) Voting stations shall be inside the Plant buildings at locations approved by Human Resources.
- b) Actual voting shall take place before commencement of shift and during lunch periods, or if during working hours, shall be conducted in such a manner that normal production operations are not disrupted. Arrangements for the election will be coordinated by the Union with Human Resources in advance.
- c) The Chairperson of the Election Committee or his/her alternate will be allowed time off to arrange, conduct and complete the election process. It is also understood that upon request the Company will grant time off for the members of the Election Committee. All time required by members of the Election Committee shall be at the Union's expense.

- d) It is understood that all By-Elections will be held by Election Committees selected from the individual Plants wherein they are to be held. It is further understood that all such elections shall take place out of working hours (i.e. before the commencement of shift and during lunch period).

Letter #49 CAW Employee Transfer & Seniority Carry Over

This will confirm the understanding of the Parties when an employee in one Company location governed by CAW Collective Agreements (ie. The “Motors” Agreement and the “Nuclear” Agreement) , applies and is the successful applicant for an open job in another Company location governed by CAW Collective Agreements, the employee shall transfer to the new location and will carry with him/her 90 days of seniority into the new bargaining unit.

Notwithstanding this agreement, with respect to job postings between the Motors and Nuclear businesses in Peterborough, Letter 1 shall apply.

In addition, the Company agrees to give preferential hiring consideration to GE employees for open jobs.

Letter #50 Leadership Fund

The Company agrees to pay a maximum of \$30,000.00/year to the CAW Leadership Fund to be split equally between the Motors, Nuclear, and the Burlington/Stoney Creek businesses. Such payment will be made on March 15 of each of the three years of the collective agreement.

In addition, this letter confirms the agreement between the CAW and GE Canada regarding the company’s commitment to participate in the CAW Legal Services Plan as follows:

All seniority employees, their spouses and eligible children (“covered employees and dependents”) and all CAW hourly-rated retirees and their current surviving spouse and dependent children (“covered retirees and dependents”) will be eligible for benefits under the program as follows:

Covered employees and dependents are eligible for mid-level benefits (covering wills & estates, including power of attorney and real estate) with summary

Covered retirees and dependents are eligible for entry level benefits (covering wills and estates, including power and attorney) with summary advice.

The anticipated start date for Plan Benefits to begin is October 1, 2007.

Letter #51 Spirit of Cooperation

It is recognized that it is in the Parties' best interest to foster a spirit of cooperation and mutual respect. The Company and the Union will continue to work together to embrace an enhanced relationship.

To that end, the Union agrees that the GEH-C Bargaining Unit will have its own Bargaining Committee in Peterborough, consisting of three (3) members of the Bargaining Unit, who will represent the interests of Bargaining Unit members. The GEH-C Bargaining Unit will also have similar Bargaining Committees in Toronto and Arnprior. The Union also commits to ensuring that the Union's National Representatives for each of the three sites will work cooperatively to facilitate smooth communications between the Union and the Company.

In addition, the Company acknowledges and supports the unique relationship between the GEH-C Bargaining Unit and the bargaining unit consisting of GE Canada employees represented by the Union in Peterborough, Burlington and Stoney Creek. The Company will continue to support Employee access to the Local 524 Benefits Representative, EAP Representative, Women's Advocate, Substance Abuse Representative, Pension Committee and President. It is explicitly understood that the Benefits Representative will be involved in any Return to Work discussions with the Company.

Finally, Peter Mason and Jerry Dias personally commit to meet at least once at each of the three sites over the course of the first year following ratification. This meeting will include a shop floor tour and an opportunity to have discussions with Bargaining Unit members.

Letter #52 Relationship between bargaining units

The Company recognizes that the unique relationship between the bargaining unit covered by the CAW Collective Agreement with GE Hitachi Nuclear Energy Canada Inc. (the "GEH-C CAW Bargaining Unit") and the bargaining unit consisting of GE Canada employees represented by the Union in Peterborough (the "GE Motors CAW Bargaining Unit") means that the impact of labour disputes in one business has a direct impact on the employees in the other business. In the unlikely event of a decertification application by a member of the GEH-C CAW Bargaining Unit, the Company hereby expressly agrees to support an application, response or other submission by the Union to the CIRB requesting that the CIRB consider the wishes of those employees in the GE Motors CAW Bargaining Unit in addition to the wishes of the employees in the GEH-C CAW Bargaining Unit.

Letter #53

This will confirm that the parties agree to meet after ratification to discuss changes to the Collective Agreement to support simplifying the vacation accrual structure by moving to a calendar year.

In the event that the CIRB or a court of competent jurisdiction declares this agreement to be invalid or unenforceable, the agreement shall be deemed to be null and void.

Peterborough

| Occ Code | First Year | | | | | | | Second Year | | | | | Third Year | | | | |
|-----------|------------------|------------------------------|----------|-------------|-------------|-------------|-------------|---------------------|-------------|-------------|-------------|-------------|---------------------|-------------|-------------|-------------|-------------|
| | Current Job Rate | On Ratification COLA Roll in | Gen Inc. | Mar 13 COLA | Jun 13 COLA | Sep 13 COLA | Dec 13 COLA | 17 Feb 14 Gen. Inc. | Mar 14 COLA | Jun 14 COLA | Sep 14 COLA | Dec 14 COLA | 16 Feb 15 Gen. Inc. | Mar 15 COLA | Jun 15 COLA | Sep 15 COLA | Dec 15 COLA |
| NM01 | 32.830 | .20 | .49 | COLA | COLA | COLA | COLA | .61 | COLA | COLA | COLA | COLA | .80 | COLA | COLA | COLA | COLA |
| NW01 | 31.700 | .20 | .46 | COLA | COLA | COLA | COLA | .57 | COLA | COLA | COLA | COLA | .76 | COLA | COLA | COLA | COLA |
| NF02 | 28.950 | .20 | .39 | COLA | COLA | COLA | COLA | .49 | COLA | COLA | COLA | COLA | .66 | COLA | COLA | COLA | COLA |
| NF01 | 27.823 | .20 | .36 | COLA | COLA | COLA | COLA | .45 | COLA | COLA | COLA | COLA | .62 | COLA | COLA | COLA | COLA |
| NF04/NS01 | 25.882 | .20 | .31 | COLA | COLA | COLA | COLA | .39 | COLA | COLA | COLA | COLA | .54 | COLA | COLA | COLA | COLA |
| NF03 | 25.193 | .20 | .29 | COLA | COLA | COLA | COLA | .37 | COLA | COLA | COLA | COLA | .52 | COLA | COLA | COLA | COLA |

Three year total based on combination of COLA and GI at 2.0% in year 1 and 2.5% in Year 2 and 3.0% in Year 3, based on estimated CPI of 1.7% in 1st yr, 2% in 2nd yr, 2% in 3rd yr, plus 0.5% per year

Job Classifications

Job Occupations

| | |
|-----------------------|---|
| Skilled Trades | Welder (NW01), Machinist (NM01) |
| Quality Skilled | Fuel Bundle Inspector (NF02) |
| Production | Fuel Bundle Assembly (NF01) |
| Manufacturing Support | Repair & Clean (Fuel) (NF03), Nuclear Services Support (NS01) Shipping Receiving (Fuel) (NF04) |

Toronto

| Occ Code | First Year | | | | | | | Second Year | | | | | Third Year | | | | |
|----------|------------------|------------------------------|----------|-------------|-------------|-------------|-------------|---------------------|-------------|-------------|-------------|-------------|---------------------|-------------|-------------|-------------|-------------|
| | Current Job Rate | On Ratification COLA Roll in | Gen Inc. | Mar 13 COLA | Jun 13 COLA | Sep 13 COLA | Dec 13 COLA | 17 Feb 14 Gen. Inc. | Mar 14 COLA | Jun 14 COLA | Sep 14 COLA | Dec 14 COLA | 16 Feb 15 Gen. Inc. | Mar 15 COLA | Jun 12 COLA | Sep 12 COLA | Dec 12 COLA |
| TC01 | 36.400 | .20 | .58 | COLA | COLA | COLA | COLA | .72 | COLA | COLA | COLA | COLA | .93 | COLA | COLA | COLA | COLA |
| TC02 | 34.260 | .20 | .52 | COLA | COLA | COLA | COLA | .65 | COLA | COLA | COLA | COLA | .85 | COLA | COLA | COLA | COLA |
| TC03 | 29.140 | .20 | .39 | COLA | COLA | COLA | COLA | .49 | COLA | COLA | COLA | COLA | .66 | COLA | COLA | COLA | COLA |
| TC04 | 28.130 | .20 | .37 | COLA | COLA | COLA | COLA | .46 | COLA | COLA | COLA | COLA | .63 | COLA | COLA | COLA | COLA |

Three year total based on combination of COLA and GI at 2.0% in year 1 and 2.5% in Year 2 and 3.0% in Year 3, based on estimated CPI of 1.7% in 1st yr, 2% in 2nd yr, 2% in 3rd yr, plus 0.5% per year

Job Classifications

Job Occupations

| | |
|-----------------|--|
| Skilled Trades | Electro/Mechanical (TC01), Millwright (TC02) |
| Quality Skilled | QA Inspector (TC03) |
| Production | Operator (TC04) |

Arnprior

| Occ Code | First Year | | | | | | | Second Year | | | | | Third Year | | | | |
|-----------|------------------|------------------------------|----------|-------------|-------------|-------------|-------------|---------------------|-------------|-------------|-------------|-------------|---------------------|-------------|-------------|-------------|-------------|
| | Current Job Rate | On Ratification COLA Roll in | Gen Inc. | Mar 13 COLA | Jun 13 COLA | Sep 13 COLA | Dec 13 COLA | 17 Feb 14 Gen. Inc. | Mar 14 COLA | Jun 14 COLA | Sep 14 COLA | Dec 14 COLA | 16 Feb 15 Gen. Inc. | Mar 15 COLA | Jun 15 COLA | Sep 15 COLA | Dec 15 COLA |
| AC08/AC09 | 33.060 | .20 | .49 | COLA | COLA | COLA | COLA | .61 | COLA | COLA | COLA | COLA | .81 | COLA | COLA | COLA | COLA |
| AC01 | 31.930 | .20 | .46 | COLA | COLA | COLA | COLA | .58 | COLA | COLA | COLA | COLA | .77 | COLA | COLA | COLA | COLA |
| AC02/AC07 | 30.120 | .20 | .42 | COLA | COLA | COLA | COLA | .52 | COLA | COLA | COLA | COLA | .70 | COLA | COLA | COLA | COLA |
| AC06 | 28.990 | .20 | .39 | COLA | COLA | COLA | COLA | .49 | COLA | COLA | COLA | COLA | .66 | COLA | COLA | COLA | COLA |
| AC05 | 27.850 | .20 | .36 | COLA | COLA | COLA | COLA | .45 | COLA | COLA | COLA | COLA | .62 | COLA | COLA | COLA | COLA |
| AC03/AC04 | 27.090 | .20 | .34 | COLA | COLA | COLA | COLA | .43 | COLA | COLA | COLA | COLA | .59 | COLA | COLA | COLA | COLA |

Three year total based on combination of COLA and GI at 2.0% in year 1 and 2.5% in Year 2 and 3.0% in Year 3, based on estimated CPI of 1.7% in 1st yr, 2% in 2nd yr, 2% in 3rd yr, plus 0.5% per year

| Job Classifications | Job Occupations |
|---------------------|---|
| Skilled Trades | Electrician (AC09), Millwright (AC08) |
| Quality Skilled | Set Up (AC07), NDE 3 (AC01), NDE 2 (AC02), NDE 1 (AC06), NDE Trainee (AC04), Inspector (AC05) |
| Production | Operator (AC03) |

- A NDT Operator who holds a valid NDT certification required by his/her position will be paid an extra \$0.25 per hour.
- The Company agrees to pay the Certification renewal fees for NDT Level 1,2,3 and electrician when the Company requires this certification