

Collective Agreement

Between

Westinghouse Canada Inc.
Westinghouse Motor Company
Canada Ltd

and

United Electrical, radio and Machine Workers of Canada
Local 504
Hamilton, On.

Begins:
04/23/1993

Terminates:
04/22/1996

02183 (04)

Source: comp
Employees: 500
Received by: sd
Date: 11/25/1993

AGREEMENT

Between

WESTINGHOUSE CANADA INC.

and

**NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS UNION OF CANADA
(CAW - CANADA)**

AND ITS LOCAL 504



TO: APRIL 22, 1996

HAMILTON, ONTARIO

INDEX

Article	Page No.
General Purpose	4
1 Recognition and Scope	4
2 Relationship	5
3 Management Rights	7
4 Reporting for Work	8
5 Working Conditions	10
6 Hours of Work and Overtime	11
7 Specified Holidays	14
8 Vacations with Pay	17
9 Wages	20
10 Shift Bonus	25
11 Trainees	25
12 Cost of Living	26
13 Seniority	30
14 Probationary Employees	49
15 Leave of Absence	50
16 Discharge and Suspension Grievances	54
17 Stewards	55
18 Grievances	58
19 Arbitration	62
20 National Security	64
21 Service Jobs Outside the Hamilton Area	65
22 Check-Off	65
23 Representatives	66
24 Information to the Union	67
25 Notices	67
26 Jury Duty	68
27 Bereavement	68
28 Employee Displacements Through Technological Change	70
29 Duration and Termination	72
Appendix "A-1" - Rates	75
Appendix "A-2" - Job Evaluation Programme	78
Appendix "B" - Safety and Health	82
Appendix "C-1" - Initiation Fee	95

AGREEMENT effective as of the May 31, 1993.

BETWEEN:

WESTINGHOUSE CANADA INC., a Company incorporated pursuant to the laws of Canada, and having its Head Office in the City of Hamilton, Province of Ontario, and herein acting with respect to its Sanford Avenue Plant

(hereinafter called "The Company")

AND

NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA
(CAW – CANADA)
and its Local 504

(hereinafter called "The Union")

GENERAL PURPOSE

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

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

Article 1 RECOGNITION AND SCOPE


- 1.01 Westinghouse Canada Inc. recognizes that the Union is the Collective Bargaining Agent for a group of its employees employed on jobs which are presently hourly rated jobs located at 35 Myrtle Street, (hereinafter known as "Sanford Avenue Plant"), of the Company at Hamilton, save and except the office, technical and personnel staff, watchmen, timekeepers, time study personnel, clerical employees and foremen. It is provided in this connection that no job which is presently hourly rated shall be during the term of this Agreement removed from the bargaining unit.
- 1.02 In the interests of promoting understanding of this Agreement, the Company will supply present and future employees with a copy of this Agreement.

- 1.03 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of the parties, it will promote amongst its members good workmanship and regular attendance. it is further agreed by the Union that the employees will at all times protect the property of the Company against damage by themselves or others.
- 1.04 In the event that Westinghouse Canada Inc. relocates its Plant, or any part thereof, presently covered under Section 1, Article 1, Recognition and Scope, above, to another location or locations in the City of Hamilton during the term of this Agreement, the Company agrees that the Union shall continue to represent any bargaining unit employees presently represented, at that or those new locations in the City of Hamilton, save and except persons excluded under Section 1 above and the provisions of this Agreement shall continue to apply to such employees subject to any appropriate changes required as a result of the foregoing.

Article 2
RELATIONSHIP

- 1.01 a) The Companies shall not discriminate against any employee because of such employee's membership in the Union, or his/her Union activities within the scope of this Agreement.

2.01 b) The Union, or its officers, members or agents shall not intimidate or coerce any employee or employees into membership in the Union.

 c) It is agreed that there shall be no discrimination by the Company or the Union on the grounds of race, colour, creed or sex.

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

2.03 The Union agrees that unless duly authorized:

a) Union meetings will not be held on the premises of the Company.

b) No employee or Union official will solicit membership in the Union, collect dues, or engage in any Union activity on Company time, during his/her working hours, or the working hours of any employee, except as provided for in this Agreement.

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

Article 3
MANAGEMENT RIGHTS

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

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

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

- 3.02 Claims of discriminatory upgrading, demotion or transfer, or a claim that an employee has been suspended or discharged without just cause may be made the subject of a grievance and dealt with as provided in this Agreement.
- 3.03 To enable the Company to keep its products abreast of scientific advancements the Company may from time to time, without reference to seniority hereinafter set forth, hire, teach, transfer or assign duties to technically trained persons and technical students and deal with them as it deems advisable. This practice, however, shall not adversely affect the employees in the bargaining unit.
- 3.04 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

Article 4
REPORTING FOR WORK

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

4/6/04

- 4.01
- a) Where the employee has been informed a minimum of six (6) hours in advance of his/her regular starting time that he/she is not to report for work.
 - b) Where the plant or part of it or its equipment, is damaged by fire, lightning, flood or tempest.
 - c) Where interruption of work is due to circumstances beyond the Company's reasonable control.
 - d) Where the employee is not willing to accept alternate work. Such alternate work must not be of an unreasonable nature by way of safety, dress requirements, physical demands, etc.
 - e) When the employee fails to keep the Company informed of his/her latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report for work. The Company will supply an authorized "Change of Address" card for this purpose, which will be available upon request at the appropriate Human Resources Department.
- 4.02 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available for the full four (4) hours:
- a) if no further work is available he/she will then be paid at his/her hourly wage rate for the balance of the four (4) hours not worked.

4.02 b) If alternate work is available then the employee will be assigned to that work and he/she will receive a minimum of pay equivalent to four (4) hours at his/her hourly wage rate for the shift

4.03 An employee is expected to give prior notice when reporting for work following an illness. However, in the event such notice is not given and such absence exceeds one (1) working day, he/she shall not qualify for work or pay pursuant to Sections 4.01 and 4.02 unless he/she has informed the Company by no later than 12:00 noon on his/her normally scheduled work day immediately prior to the day that he/she will be returning to work.

4.04 Employees who are called in outside of their regularly assigned hours will receive not less than three (3) hours' work or pay at the appropriate premium rate provided under Section 6.03 (b). This shall not apply if such is immediately prior to or succeeding his/her regular shift, or if a break is requested by the employee. In such cases, Article 6 will apply.

Article 5
WORKING CONDITIONS

5.01 The Company shall continue to make reasonable provision for the safety and health of its employees at the factory during the hours of their employ

- 5.01 ment. The Union will co-operate with the Company in maintaining good working conditions and will assist in assuring observance of safety rules.
- 5.02 The Company welcomes from the Union, its members, or any employee, suggestions regarding safety and health.
- 5.03 The total understanding between the parties regarding Safety and Health is set out in Appendix "B" to the Agreement.

Article 6
HOURS OF WORK AND OVERTIME *24/4000*

- 6.01 The normal hours of work shall be forty (40) hours per week consisting of five (5) eight-hour days, Monday to Friday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.
- 6.02 Hours of work in excess of eight (8) hours per day, Monday to Friday, inclusive, and hours of work on Saturday and Sunday, will be treated as overtime hours and will be paid for at a premium rate as provided under Section 6.03 (b) below, except that when employees change shifts at their own request, they shall not be entitled to such premium rate by reason of the fact that they have worked two (2) eight-hour shifts in the twenty-four (24) hour day.

6.03 a) In computing daily overtime hours, a day shall be the twenty-four (24) hour period following the regular starting time of the shift on which the employee is working except that the provisions of this Article shall not apply so that hours paid at a premium rate for work performed on an employee's second day following his/her regular work week entitle him/her to a premium rate for any hours worked as part of his/her normal hours of work.

b) Overtime hours worked will be paid for at a premium rate calculated on the basis of one and one-half (1-1/2) times an employee's hourly wage rate except in the case of Sunday, when that day is the second day following an employee's normal work week (that is, Monday to Friday inclusive), in which case the overtime hours worked will be paid for at a premium rate calculated on the basis of two (2) times an employee's hourly wage rate.

3 1/2

6.04 The following exception to Sections 6.01 and 6.02 will apply:

Hours of work for Boiler House employees shall be forty (40) hours per week. Due to the scheduling of rotating shifts, employees may be required to work as many as eight (8) consecutive days without having a day off, except that in the case of hours worked in excess of eight (8) hours

- 6.04 per day or hours worked in excess of an average forty (40) hours per week during the work cycle agreed upon between the Company and the Union, such hours worked will be treated as overtime hours and will be paid for at a premium rate calculated on the basis of one and one-half times an employee's hourly wage rate. Such premium rate will also be paid for hours worked on Saturday and Sunday by Boiler House employees, except when Sunday is the second day following an employee's normal work week in which case the premium rate for hours worked on Sunday will be calculated on the basis of two (2) times an employee's hourly wage rate.
- 6.05 For the purposes of calculating payment for time worked under this Article 6 and under Article 7, time worked on a scheduled shift commencing prior to 10:00 p.m. shall be treated as if worked on the calendar day on which such shift commenced. Time worked on a scheduled shift commencing at or after 10:00 p.m. shall be treated as work performed on the immediately following calendar day.
- 6.06 As far as possible, overtime hours worked will be equally distributed amongst the employees. Each ^{10/2} employee is expected to co-operate with the Company in the performance of such work and the Company agrees to accept reasonable grounds for the employee declining to perform such work.

- 6.07 The Company may change work schedules, including the scheduling of more or less than the normal working time, but will confer with the Chief Steward before making any general change in group, department, or plant work schedules.
- 6.08 In no case will an overtime premium rate be paid twice for the same hours worked.

Article 7
SPECIFIED HOLIDAYS

- 7.01 The Company agrees to pay an employee, as provided under Section 7.04 below, for the following specified holidays without requiring an employee to render service:

53
—
130

New Year's Day
Heritage Day or the 3rd Monday in February
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
December 26th

In 1993

July 2

September 3

January 3, 1994

7.01 In 1994
July 4
September 2
December 23

In 1995
July 3
September 1
October 6

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

7.03 An employee shall qualify for holiday pay under Section 7.01 above:

- a) If he/she works a number of hours equivalent to five (5) full shifts in the normal biweekly pay period in which the specified holiday is observed. The five (5) shift requirement in the above shall be reduced by the number of Specified Holidays greater than two (2) observed in the biweekly pay period.
- b) if he/she works one (1) or more shifts in the pay period in which the holiday falls and has been unable to complete the required five (5) full shifts referred to in sub-section (a) above on account of a lay-off due to work shortage

- 7.03 or an absence due to verified illness in excess of the equivalent of four (4) shifts in the pay period in which the specified holiday is observed.
- c) If he/she is prevented from complying with the provisions of sub-section 7.03 (b) as a result of the application of Section 13.05.
 - d) If he/she is a new employee, has complied with the provisions of 7.03 (a), and he/she commences work prior to the day of observance of the specified holiday.
 - e) If he/she is an employee recalled from lay-off, he/she complies with the provisions of sub-section 7.03 (b) and commences work prior to the day of observance of the specified holiday. This sub-section (e) will not apply if the holiday is observed on the first day of the pay period and the employee commences work on the first normal working day following observance of the holiday.
- 7.04 The specified holiday pay as referred to in this Article will be calculated on the basis of the employee's hourly wage rate multiplied by the number of hours in the employee's standard work day.
- 7.05 Shift bonus for employees permanently on night shift will be included in calculating payment for the day on which such specified holiday is observed. A permanent night shift employee is an employee who, during the three (3) months'

- .05 period immediately prior to the pay period in which the specified holiday is observed, has not rotated to the day shift for one (1) full week.
- .06 An employee required to work on the day on which the specified holiday is observed, will receive overtime pay as shown in Article 6, in addition to the specified holiday pay.
- .07
 - a) If the specified holiday is observed during an employee's annual vacation, payment for such holiday will be made. Annual vacations shall be considered worked time for the purpose of qualifying for specified holiday pay.
 - b) Specified holidays in a pay period shall be considered worked time for the purpose of qualifying under Section 7.03 (b) for specified holiday pay provided the employee also works at least one (1) other shift in the pay period in which the specified holiday is observed.

Article 8
VACATIONS WITH PAY

- 3.01 Annual vacations will be paid on the following basis:
 - i) Six (6) weeks after twenty-nine (29) years' continuous service if completed by December 31st. *29-06*
 - ii) Five (5) weeks after twenty (20) years' continuous service if completed by December 31st. *20-05*

- 11-04 8.01 iii) Four (4) weeks after eleven (11) years' continuous service if completed by December 31st.
- 04-03 iv) Three (3) weeks after four (4) years' continuous service if completed by December 31st.
- 01-02 v) Two (2) weeks after one (1) year's continuous service if completed by July 31st.

8.02 Vacations will be scheduled by the Company and shall be completed within the calendar year. It is not permissible to postpone the vacation period or any part thereof from one year to another. The Company may in respect of a fifth and sixth week of vacation as set out in Section 8.01 above, exercise an option to make payment for such week(s) in accordance with Section 8.04, in lieu of scheduling vacation time. The option set out in the above paragraph shall be exercised only with the concurrence of the affected employee.

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

- 8.04 The allowance for each week of vacation will be determined by multiplying the employee's hourly wage rate by the number of hours in the employee's regular weekly schedule. This will not include hours for which overtime premium is paid.
- 8.05 a) An employee with less than twelve (12) months' continuous service will be paid a vacation allowance calculated on the basis of four (4) percent of the employee's earnings during the period from the employee's date of hiring to July 31.
- b) An employee who has been laid off, or an employee who has had leave under the provisions of Section 15.04, for a period in excess of sixty (60) working days during the vacation year (August 1st to July 31st) will be paid vacation pay to an amount of 4%, 6%, 8%, 10%, or 12%, whichever figure is applicable, of his/her gross earnings during the year.
- 8.06 a) An employee with less than twelve (12) months' continuous service with the Company, whose service is discontinued, will be paid four (4) percent of the employee's earnings.
- b) An employee with more than twelve (12) months' continuous service with the Company, whose service is discontinued, will be paid two (2) percent of his/her gross earnings during the year for each week of vacation entitlement.

50.A
1

Article 9 WAGES

- 9.01 All job classifications covered by this Agreement shall be paid on the basis of hourly wage rates. The established job classifications, their titles, code numbers, Labour Grade and hourly wage rates of pay shall be contained in the Company's "job Evaluation and job Classification Manual", and which shall form part of this Agreement.
- 9.02 The Company's "job Evaluation and Job Classification Manual" shall contain an hourly wage rate for each job classification to be known as the job Rate. The Job Rate shall be the rate for the Labour Grade in which the job classification has been ranked by evaluation.
- 9.03 The Labour Grades, and respective Job Rates and Step Rates in effect during the term of this Agreement shall be as set forth in Appendix "A-1" hereto, except as may be amended by Article 12.
- 9.04 **Wage Progression**
- a) Wage Progression shall only have application to employees hired on or after November 3rd, 1961 and to their recalls or transfers thereafter. "job Rate" as used herein shall be the job Rate for the Labour Grade of the job classification concerned, established through evaluation.

- 9.04 b) Wage Progression provides for:
- i) A maximum period of three (3) months for employees in job classifications, Labour Grades No. 1 to No. 6, inclusive, as the qualifying term for progression to Job Rates.
 - ii) A maximum period of six (6) months composed of two (2) three-month periods for employees in job classifications in Labour Grades No. 7 to No. 14, inclusive, as the qualifying term for progression to Job Rates.
- c) The periods referred to herein are three (3) calendar months of time worked in order for an employee to qualify for a progression in hourly wage rate as specified in this Section 9.04.

Therefore, if an employee in the process of qualifying for a progression in hourly wage rate is not at work for a period of more than five (5) full shifts during a three-month period, time equivalent thereto in excess of five (5) full shifts shall be added to the qualifying period of three (3) calendar months.

- d) **Hiring Rate Determination**
When hired, an employee will be paid the Start Rate for his/her Job classification, or may be paid at the Progression Step Rate(s) or Job Rate, dependent on his/her qualifications as determined by the Company.

9.05 **Transfer Wage Rate Determination**

For the purpose of this Section, a transfer is defined as the assignment of an employee from one job classification to another, as contained in the "Job Evaluation and Job Classification Manual" of the Company, and which is accompanied by a change in the Company's records; or as the assignment of an employee to another job classification which extends for three (3) weeks or more. An employee's hourly rate when transferred shall be determined in accordance with the appropriate section of this Article and shall be effective on the date of such transfer.

- a) An employee who is transferred:
 - i) to a job classification ranked in the same or a lower Labour Grade and his/her pre-transfer rate is the Job Rate, shall be paid the Job Rate of the new job classification.
 - ii) to a job classification ranked in the same or a lower Labour Grade, and his/her pre-transfer rate is a Progression Step Rate, shall be paid as follows:
 - (1) if his/her pre-transfer rate is equal to or greater than the Job Rate for the new job classification, he/she shall be paid the Job Rate for such job classification.
 - (2) if his/her pre-transfer rate is less than the Job Rate for the new job

9.05 classification, he/she shall be paid his/her pre-transfer rate and complete the balance of the time periods required to qualify for the job Rate of the new job classification.

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

(1) if his/her pre-transfer rate is the job Rate he/she will be paid one (1) step rate below the Job Rate for the new job classification or his/her pre-transfer rate whichever is higher and complete the necessary time period to qualify for the job Rate.

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

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

9.06 Recall and Return Wage Rate Determination

- a) An employee who is recalled from lay-off or who returns to his/her original department or job classification under the terms of Section 13.07 (f) (i) of the Collective Agreement, shall;
 - i) if recalled or returns within a period of two (2) years from the date of lay-off or transfer to a job classification in which he/she has a previous record of employment be paid the Job Rate or Step Rate in accordance with his/her previous position in the progression for such job classification and complete the balance of the time periods required to qualify for the Job Rate, if applicable.
 - ii) if recalled or returns after a period of more than two (2) years from the date of lay-off or transfer, or if recalled to a job classification in which he/she has no previous record of employment within a period of two (2) years from the date of lay-off or transfer, be paid at the Start Rate, Progression Step Rate(s) or Job Rate for such job classification, dependent on his/her qualifications as determined by the Company.
- b) Employees who have been transferred by reason of Article 13 to a job classification in a lower Labour Grade level may, if returning

- 9.06 to the original Labour Grade level, within two (2) years, be paid the Job Rate, dependent on their qualifications as determined by the Company.

Article 10
SHIFT BONUS ~~9304~~
~~44+43~~
100000

- 10.01 Employees required to work on any shift starting before 6:00 a.m. or after 12:00 noon, will be paid a shift bonus of sixty cents (60¢) per hour.

Effective April 23, 1995, the shift bonus will be sixty-five cents (65¢) per hour.

- 10.02 On three (3) shift operations there shall be eight (8) hours in-plant time. There shall be no assigned lunch period for employees on operations of an uninterruptible nature. Employees on three (3) shifts interruptible operations, for which lunch period has been assigned, will be paid an allowance of .4 hours at their hourly rate.

Article 11
TRAINEES

- 11.01 Persons hired as trainees will be so designated by the Company at the time of hire or transfer to trainee status. Such designation will be communicated to the Union in accordance with Section 13.06 (c) (i).

- 11.02 Employees designated as trainees will be subject to the terms and conditions of employment as stipulated in this Agreement except as modified in this Article or by the written agreement of the parties.
- 11.03 Trainees shall acquire seniority as provided for under Article 13 – Seniority or as otherwise agreed to in writing. However, such employees, while designated as trainees, shall not acquire seniority for purposes of displacing other employees under the provisions of Article 13 – Seniority and conversely they shall not be subject to being displaced by other employees.

Article 12 COST OF LIVING

- 51
/
- 12.01 Following the release by Statistics Canada of the National All Items Consumer Price Index (hereinafter referred to as the CPI - base 1981=100) for October 1993, the Company shall compare such Index figures with the Consumer Price Index for July 1993. A cost of living allowance of one (1) cent for each 0.130 points calculated to the nearest full cent, by which the October 1993 Index is higher than the July 1993 index, will be added to all Labour Grade Job Rates. Such a cost of living allowance will be effective as of the commencement of the first pay period after the Index for October 1993 is published.

12.02 Following the release by Statistics Canada of the CPI for July 1994 the Company shall compare such July 1994 Index figures with the CPI for April 1994. A cost of living allowance of one (1) cent for each 0.130 points by which the July 1994 Index is higher than the April 1994 index, will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.02 exceeds the cost of living allowance which came into effect pursuant to Section 12.01 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the index for July 1994 is published.

12.03 Following the release by Statistics Canada of the CPI for October 1994, the Company shall compare such October 1994 index figures with the CPI for July 1994 and a cost of living allowance of one (1) cent for each 0.130 points by which the October 1994 Index is higher than the July 1994 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.03 exceeds the cost of living allowance which came into effect pursuant to Section 12.02 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for October 1994 is published.

12.04 Following the release by Statistics Canada of the CPI for January 1995, the Company shall compare such January 1995 index figures with the CPI

- 12.04 for October 1994 and a cost of living allowance of one (1) cent for each 0.130 points by which the January 1995 Index is higher than the October 1994 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.04 exceeds the cost of living allowance which came into effect pursuant to Section 12.03 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for January 1995 is published.
- 12.05 Following the release by Statistics Canada of the CPI for April 1995, the Company shall compare such April 1995 index figures with the CPI for January 1995 and a cost of living allowance of one (1) cent for each 0.130 points by which the April 1995 Index is higher than the January 1995 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.05 exceeds the cost of living allowance which came into effect pursuant to Section 12.04 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the index for April 1995 is published.
- 12.06 Following the release by Statistics Canada of the CPI for July 1995, the Company shall compare such July 1995 index figures with the CPI for April 1995 and a cost of living allowance of one

- 12.06 (1) cent for each 0.130 points by which the July 1995 Index is higher than the April 1995 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.06 exceeds the cost of living allowance which came into effect pursuant to Section 12.05 will be added to all Labour Grade job Rates effective as of the commencement of the first pay period after the Index for July 1995 is published.
- 12.07 Following the release by Statistics Canada of the CPI for October 1995, the Company shall compare such October 1995 index figures with the CPI for July 1995 and a cost of living allowance of one (1) cent for each 0.130 points by which the October 1992 Index is higher than the July 1992 index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.07 exceeds the cost of living allowance which came into effect pursuant to Section 12.06 will be added to all Labour Grade job Rates effective as of the commencement of the first pay period after the index for October 1995 is published.
- 12.08 Following the release by Statistics Canada of the CPI for January 1996, the Company shall compare such January 1996 index figures with the CPI for October 1995 and a cost of living allowance of one (1) cent for each 0.130 points by which the January 1996 Index is higher than the October 1995 Index will be calculated to the nearest full

- 12.08 cent. The amount by which the cost of living allowance calculated under this Section 12.08 exceeds the cost of living allowance which came into effect pursuant to Section 12.07 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the index for January 1996 is published
- 12.09 The cost of living allowance established under this Article shall not be paid nor form the basis of payment for hours treated as overtime hours for which a premium is to be paid
- 12.10 The continuance of the cost of living allowance shall be contingent upon the availability of the relevant Statistics Canada Consumer Price index in its present form and on the same base period of 1981 = 100.

Article 13
SENIORITY

- 13.01 The seniority of each employee covered by this Agreement shall be established after a period of probation of sixty (60) worked days and shall then count from the date of employment with the Company, except in the case of students hired during the school vacation, in which case seniority shall be established after a period of probation of ninety (90) worked days.

S
2000

- 13.02 a) An employee's seniority date (departmental or intra-plant) shall be his/her last hiring date, except that upon returning to work following a lay-off or illness in excess of twelve (12) months, his/her seniority date shall be adjusted in accordance with his/her length of service pursuant to the provisions of Section 13.09 hereof. An employee shall acquire departmental and intra-plant seniority on the following basis:
- i) On completion of sixty (60) worked days with the Company an employee shall acquire departmental seniority.
 - ii) On completion of ten (10) months' service with the Company, an employee shall acquire intra-plant seniority.
- 13.03 a) For purposes of lay-off (meaning here and elsewhere in this Article lay-off from employment) or transfers due to lack of work, an employee shall exercise his/her seniority as follows:
- i) An employee with not more than ten (10) months' seniority shall be limited to exercising his/her departmental seniority.
 - ii) An employee with more than ten (10) months' seniority will first exercise his/her departmental seniority and then shall exercise intra-plant seniority.
- b) In the event an employee with seniority, as defined in this Section, is laid off, he/she will be included in the intra-plant recall list.

13.04 There shall be no lay-off of personnel within a department or plant until probationary employees of such department or plant have been laid off. This Section is subject to such exceptions as may arise under the provisions of Section 13.07(b).

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

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

- a) Time lost by an employee during the annual vacation shutdown as a result of such employee's vacation entitlement being less than the shutdown period, it being understood that for the purposes of this sub-section (a) such time so lost will not exceed three (3) calendar weeks.
- b) If vacation shutdowns are scheduled at varying times in various Departments, in no case shall an individual employee who was employed in an area that was shut down for

- 13.05 vacation purposes and was affected by sub-section (a), subsequently be affected again by the provisions of sub-section (a), if during the same calendar year, he/she is employed in another area. The Company will not transfer an employee for the purpose of exposing him/her to the provisions of 13.05(a) more than once in a calendar year.
- c) Time lost by an employee during days on which annual inventory is taken, up to a maximum of two (2) days.
 - d) Time lost by an employee due expressly to a shut-down caused by fire, lightning, flood or tempest, causing damage to the plant, or part of it, or its equipment.
- 13.06
- a) The company will post seniority lists in each department showing the departmental seniority of each employee in that department twice per year.
 - b) Copies of the intra-plant seniority lists shall be supplied to the Union every six (6) months. The Company will continue to post copies of such lists in appropriate locations.
 - c) The company will supply the Union with the following information:
 - i) Starts, quits, discharges, transfers and lay-offs of employees other than lay-offs under Section 13.05 above. Such information will be supplied on a pay period basis.

- 13.06 ii) A copy of notices of recall as referred to in Section 13.07(d) below.
- d) Upon reasonable request to the foreman, the departmental steward shall have the opportunity to scrutinize the departmental recall list maintained by the foreman.

13.07 Lay-offs or transfers due to lack of work will be governed by the following provisions:

27
B/C

- a) Seniority as defined in Sections 13.02 and 13.03 hereof.
- b) Seniority will be the major factor governing lay-offs or transfers due to lack of work, in accordance with Section 13.07(g)(i) and (ii) hereof, subject to the retained employees being able to meet the normal requirements of the work.
- c) The Company will give seven (7) calendar days' notice in writing to an employee of a lay-off, the duration of which is expected to exceed fifteen (15) calendar days. Such notice will indicate, whenever reasonably possible, whether the lay-off is expected to be of short or indefinite duration. This provision will not, however, apply with respect to the following:
- i) Probationary employees;
 - ii) Lay-offs under Section 13.05 although the employee will be informed when the lay-off takes place thereunder;

- 13.07
- iii) Lay-offs resulting from lack of working to any slow-down, strike, or other work stoppage or interference with work by employees covered by this Agreement;
 - iv) Lay-offs resulting from such matters as fire, lightning, flood, tempest or power failure.
- d) Employees who are laid off shall be recalled in order of their seniority provided they are able to meet the normal requirements of the job. The Company will confirm an employee's recall by registered letter sent to the employee's last address on record with the Company as furnished by the employee. An employee upon being recalled shall notify the Company within three (3) working days of receiving such letter of his/her intention to return to work and shall return to work no later than ten (10) working days from the day such letter is mailed except in the case of verified illness.
- e) An employee who has been transferred within his/her department, as a result of the provisions of this Article, shall be given an opportunity of returning to his/her original job or a job as set out in step 4 of 13.07(g) (ii) (a), when the vacancy occurs.
- f) An employee who has been transferred to another department, as a result of the provisions of this Article, shall be given an opportunity, if and when production conditions improve, and before additional employees

13.07 are hired in the department, of returning to his/her original job or a job as set out in step 4 of 13.07 (g) (ii) (a), in the department from which he/she was transferred.

i) The provisions of (e) and (f) will be limited to a period of two (2) years from the date of original transfer. An employee who declines the opportunity of return under (e) and (f) hereto shall forfeit the right to return thereafter.

ii) An employee who exhausts his/her rights of return under the provisions of Section 13.07 (f) (i), and an employee who has lost his/her right of return because of lay-off, may apply in writing to the Human Resources Department for a one (1) year extension of such rights, and such request will be granted by the Company, provided the employee, at the time any return is effected has the skill and ability to meet the normal requirements of the job within a maximum period of five (5) working days of re-familiarization. The employee may re-apply in writing for maintenance of such return rights for an additional year after each one (1) year extension and such application will be accepted by the Company subject to the aforesaid conditions. Applications hereunder shall be made during- the two-week period immediately prior to the expiration of any annual extension.

13.07 iii) An employee who has been laid off may apply in writing to the Human Resources Department to establish right of return under 13.07 (e) or (f) as the case may be. The Company will honour such a request provided that:

- a) the request is received within fourteen (14) days of the date of lay-off;
- b) at the time any return is effected the employee has the skill and ability to meet the normal requirements of the job;
- c) the employee is eligible for recall.

Recalls effected under this provision are subject to the same terms and conditions as stipulated in 13.07 (d) including loss of seniority rights under Section 13.10 (d).

- g) i) The Company and the Union recognize that it is desirable to keep displacement of one employee by another (bumping) to a minimum, consistent with employees maintaining their seniority rights. Therefore, in locating a job, in accordance with Section 13.07 (g) (ii) hereof, which is one held by an employee with less seniority or an open job, the procedure will be to commence from the bottom of the appropriate seniority list and work upwards.

27/4

- 13.07 ii) The procedure for the purpose of locating another job for which an employee may be eligible, will be applied by the Company in relation to the job from which he/she is about to be transferred, provided he/she has the skill and ability to perform the job as verified by Company records, or as furnished by the employee or the Union, in the following manner and sequence:
- a) in the case of an employee who is eligible to exercise his/her seniority on a departmental basis:

STEP

- | | | |
|---|--|---|
| 1 | Open job | - in same labour grade |
| 2 | Open job | - in one (1) labour grade higher |
| 3 | Open job | - in one (1) labour grade lower |
| 4 | First job commencing from the bottom of the departmental seniority list held by less senior employee | - in same labour grade or in one (1) labour grade higher or lower |
| 5 | Open job | - in two (2) labour grades lower |
| 6 | First job commencing from the bottom of the departmental seniority list held by less senior employee | - in two (2) labour grades lower |

- 13 07 7 For each successively lower labour grade, repeat Step 5 then 6 down to and including labour grade 1
- 8 Any remaining open job
- 9 First job commencing from the bottom of the departmental seniority list held by less senior employee
- b) in the case of an employee who is eligible to exercise his/her seniority on an intra-plant basis:

STEP

- 1 Open departmental job - in same labour grade
- 2 Open departmental job - in one (1) labour grade higher
- 3 Open departmental job - in one (1) labour grade lower
- 4 First job commencing from the bottom of the departmental seniority list held by less senior employee - in same labour grade or in one (1) labour grade higher or lower
- 5 Open job (intra-plant) - in same labour grade

- 13.07 6 Open job (intra-plant) - in one (1) labour grade higher
- 7 Open job (intra-plant) - in one (1) labour grade lower
- 8 First job commencing from the bottom of the intra-plant seniority list held by less senior employee - in same labour grade or one (1) labour grade lower
- 9 Open job (intra-plant) - in two (2) labour grades lower
- 10 First job commencing from the bottom of the intra-plant seniority list held by less senior employee - in two (2) labour grades lower
- 11 For each successively lower labour grade repeat step 9 then 10 down to and including labour grade 1
- 12 Any remaining open job (intra-plant)
- 13 First job commencing from the bottom of the intra-plant seniority list held by less senior employee.

c) For the purpose of locating another job for which an employee with more than ten (10) months seniority may be eligible in the application of the requirements and procedure of Section 13.07(g) (i) and (ii) an employee with

13.07

the skill and ability to perform the job as verified pursuant to Section 13.07 (g) (ii) shall be eligible for an orientation period of up to three (3) working days provided the Company has reasonable evidence in its records or as provided by the Union or the employee that such orientation period would enable the employee to meet the normal requirements of the work of such job within such three-day period.

iii) in the event of the failure to locate a job following the application of the procedures set out in Section 13.07(g)(i) and (ii), an employee will be given notice of lay-off (without prejudice to his/her right of grievance under Sections 13.07(g)(i) and (ii)), and shall be eligible for the first job commencing from the bottom of the intraplant seniority list held by an employee with less seniority or an open job on a training basis, where the Company has reasonable evidence in its records or as furnished by the Union or the employee, either that the employee has transferable skills which would enable him/her to meet the normal requirements of the work of such job within a maximum period of ten (10) working days (which may be extended by agreement), or that having previously worked on such job (or on a job requiring similar skills) he/she could so perform it within such period.

13.07 Should the employee upon being so transferred be unable to meet such requirements during the maximum period of ten (10) working days (or as may be extended by agreement), or should it become so apparent in a lesser time than the ten (10) day period, he/she will be eligible for one further transfer on an intra-plant basis to:

an open job or, if no open job is available, a job held by an employee with less seniority, which he/she can perform without training as otherwise provided in this sub-section.

- g) iii) in laying off such employee because such a job is not available, further notification of lay-off is not applicable.

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

- a) While an employee of the Company,
- b) During a lay-off not to exceed twelve (12) consecutive months.

13.09 An employee shall maintain seniority during a period of lay-off in excess of twelve (12) months but not in excess of thirty-six (36) months.

13.10 An employee shall lose his/her seniority standing under the following conditions:

- 13.10 a) If the employee leaves the employ of the Company.
- b) if continuously laid off for more than **thirty-six (36)** months.
- c) If discharged for **just** cause and such discharge is **not** reversed through the grievance procedure provided herein.
- d) If an employee fails to report for work in accordance with the provisions of Section 13.07(d).
- e) if an employee overstays a leave of absence for a period of **seven (7)** working days without the written permission of the Company.

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

26/4
13.12 **A** department steward who has five (5) or more years' seniority shall have preferential seniority, exercisable within his/her department in respect of a lay-off or transfer out of the department resulting from lack of work, and he/she shall be given a job commencing at Step 4 of 13.07 (g) (ii) (a), provided he/she can meet the normal requirements of the work available. **Chief Stewards** shall have preferential seniority on the same basis in their respective Zones and the President of Local 504 shall likewise have preferential seniority on an intra-plant basis.

13.13 An employee claiming that he/she has been laid off or transferred contrary to the provisions of this Article, or that he/she has not been recalled in conformity therewith, may lodge a grievance in writing directly with the Manager, Human Resources of the Company, or his/her appointee, under Section 18.04 of the grievance procedure. The Company will investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedures, the employee will be compensated at the appropriate rate of pay for the job he/she would otherwise have occupied, subject to fulfillment of the following conditions:

- a) In the case of a grievance covering a lay-off or recall:
 - i) The employee shall designate in such grievance at the time it is lodged, the names of the job incumbents whose jobs he/she claims he/she should occupy, provided that he/she shall be limited to naming not more than six (6) job incumbents; provided further that in the event such grievance is referred to arbitration, pursuant to Article 19, the Union shall notify the Company in writing at least three (3) weeks prior to the date established for the Arbitration hearing as to the name of one (1) of such job incumbents whose job shall be the subject matter of the claim before the Board of Arbitration. It is understood, however, that if such job incumbent has been transferred or laid off

13.13

prior to the date set by the Board of Arbitration, the Company will notify the Union and within two (2) working days thereafter, the Union shall advise the Company as to the name of an alternative job incumbent selected from the names as contained in such grievance.

In the event that all the original named job incumbents have been transferred or laid off prior to the date established for the Arbitration hearing the Union shall notify the Company in writing, within two (2) working days of the Company notifying the Union that all the named incumbents have been transferred or laid off, one (1) of the original named job incumbents whose job shall be the subject matter before the Board of Arbitration.

- ii) Pending completion of the grievance procedure under Section 18.04 the employee will, if required by the Company, accept assignment upon one (1) working day's notice, to another job which he/she can perform;
- iii) Any compensation will be less any monies earned, or any unemployment insurance, Workers' or other compensation received by the employee (but exclusive of any other monies which the employee would normally have continued to receive);

- 13.13
- iv) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.
 - b) The conditions set forth under sub-section (i) and (iii) above shall apply to a grievance concerning a transfer.
 - c) The grievance shall be lodged:
 - i) In the case of a lay-off grievance, within a period of ten (10) calendar days where notice is given under Section 13.07(c) and within the same period immediately following the commencement of the lay-off where such notice is not given;
 - ii) In the case of a transfer grievance, such grievance shall be lodged within the period of ten (10) calendar days following the date of the disputed transfer;
 - iii) In the case of a grievance arising under Section 13.07(e) and (f) above, such grievance shall be lodged within a period of seven (7) calendar days following the date the other employee commenced work on the job the grievor claims;
 - iv) In the case of a recall grievance arising under Section 13.07(d), such grievance shall be lodged within a period of six (6) months following the date the other employee, who the grievor alleges was recalled in his/her place, commenced work.

13.13 If such grievance is sustained, **compensation** will be payable beginning with the working day nearest to the seventh calendar day prior to the date of the grievance.

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

- a) The employee shall request **his/her** foreman to arrange for such interview, which will take place with a Company representative(s), provided that the request is made to **his/her** foreman no later than two (2) working days following the date of such transfer or receipt of such notice of lay-off.
- b) The foreman will arrange for such interview which will take place no later than two (2) working days following the date **he/she** received the employee's request.
- c) if requested by the employee concerned, the Zone Chief Steward may be present at such interview, and **he/she** shall have access to the master seniority list.
- d) Following such interview, if the employee disputes such transfer or lay-off **he/she** may, with the assistance of **his/her** Zone Chief Steward, prepare and sign a grievance which shall be lodged in accordance with the provisions of this Article.

13.14 e) The designation of the time and place of such interview as well as the preparation of such written grievance as provided above shall be subject to the direction of the foreman or supervisor concerned and such interview including the preparation, if necessary, of a written grievance shall be held during working hours in accordance with the time limits established in this Section.

13.15 An employee with seniority who has been absent from work due to illness or accident and, when medically cleared to return to work, is unable in the opinion of the Company to perform the normal requirements of the work of the job performed by him/her immediately prior to such illness or accident, will be eligible for an open job, provided he/she has the skill and ability to meet the normal requirements of the work. If no such open job is available within ten (10) working days after the above medical clearance, the Company shall apply the following procedure to locate another job for which such an employee may be eligible provided the employee fulfills the conditions of Section 13.07 (g) (ii) hereof, in the following manner and sequence:

a) in the case of an employee who is eligible to exercise his/her seniority on a departmental basis, as set out in Section 13.07(g) (ii) (a) hereof,

- 13.15 b) in the case of an employee who is eligible to exercise his/her seniority on an intra-plant basis, as set out in Section 13.07 (g) (ii) (b).

In the event of the failure to locate a job following the application of the foregoing, then the terms and conditions of 13.07 (g) (iii) shall apply, it being understood that notification of lay-off shall not be required.

Article 14
PROBATIONARY EMPLOYEES

8/2000

- 14.01 Where a probationary employee is transferred to another department he/she will be required to complete sixty (60) worked days (ninety (90) worked days in the case of students as referred to in Section 13.01) from the date of initial transfer before acquiring seniority. On completion of this sixty (60) worked days (ninety (90) worked days in the case of students as referred to in Section 13.01), the seniority of the employee will be counted from the hiring date in the original department.
- 14.02 The Company has full right to discharge probationary employees for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of Section 43.1 of the Labour Relations Act. A grievance may be filed by a probationary employee who has been discharged.

Article 15
LEAVE OF ABSENCE

631J
3

15.01 Leave of absence without pay will be granted to two (2) members of the Union with seniority standing for full time National Union work for the duration of this Agreement or until the completion of his/her mission, whichever first occurs. Upon completion of his/her mission or upon the expiration of this Agreement, whichever first occurs, such member will be given re-employment on the basis of his/her continuity of seniority in his/her former position or in a similar position at the rate prevailing at the time of such re-employment. An employee who is granted such leave of absence under this Section and who returns to work on completion of his/her mission will be ineligible for another such leave within a period of three (3) months. Continuity of seniority will only be granted to such member upon the resumption of employment.

631K
3

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

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

Under this Section except for leaves of absence due to grievance and arbitration participation and negotiation preparations and processes, not more

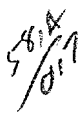
15.02 than one hundred (100) person-days total leave of absence will be granted in any one (1) calendar year. Notwithstanding the foregoing, the President of the Local may be granted, in addition, one hundred (100) person-days leave of absence in any one (1) calendar year.

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

15.03 Pregnancy Leave

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

i) Such employee must have thirteen (13) weeks of employment before the expected birth date.

 ii) A pregnancy leave referred to in section 15.03 a(i) above, may be for a duration of up to seventeen (17) weeks and shall not commence prior to seventeen (17) weeks before the expected birth date.

iii) The pregnant employee must provide the Company with a written request for such leave at least two (2) weeks prior to the date on which the pregnancy leave is to commence.

- 15.03
- iv) The Company may require a certificate from a legally qualified medical practitioner stating the expected birth date.
 - v) in the event of medical complications arising out of and caused by the pregnancy, the employee will advise the Company forthwith, and in any event not later than two (2) weeks following her cessation of work, of the date the pregnancy leave is to commence.
 - vi) In the event an employee decides to alter the period of her pregnancy leave, she shall provide the Company with four (4) weeks' notice, in writing, of such an amendment.

b) Parental Leave

Subject to the following conditions, the Company will grant leave of absence without pay to an employee for the purposes of parental leave at the employee's request:

- i) Such employee must have thirteen (13) weeks of employment prior to the birth or prior to the initial time the child comes into the custody, care and control of the employee.
- ii) The parental leave of an employee who has taken pregnancy leave, must begin when the pregnancy leave ends and in any event shall not exceed eighteen (18) weeks duration.

SSB
018

15.03 ii) The parental leave of an employee who is not entitled to take pregnancy leave must commence not later than thirty-five (35) weeks after the birth or following the initial time the child comes into the custody, care and control of the employee.

b) iv) Parental leave referred to in Article 15.03 b(iii) above shall not exceed eighteen (18) weeks duration.

v) An employee who wishes to take parental leave shall advise the Company in writing at least two (2) weeks prior to the commencement of such parental leave.

vi) In the event an employee decides to change the period of the requested parental leave in order to return to work earlier than originally requested, the employee shall provide the Company, in writing, such notification at least four (4) weeks prior to the date the employee returns to work.

c) Other Provisions

54
n i) An employee shall maintain and accumulate seniority while absent from work on pregnancy and/or parental leave.

ii) Upon the conclusion of the pregnancy leave and/or parental leave, the employee shall be reinstated to the job classification occupied by the employee immediately prior to the leave(s).

15.03 iii) In the event work is no longer available within the job classification occupied by the employee immediately prior to the commencement of the leave of absence provided for herein, the employee will be entitled to exercise seniority rights in accordance with the provisions of Article 13, Seniority.

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

Article 16

DISCHARGE AND SUSPENSION GRIEVANCES

16.01 A claim by an employee that he/she has been suspended or discharged without just cause from his/her employment may be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged by the Union or the employee with the Manager, Human Resources, of the Company, or his/her appointee, within four (4) working days immediately following the date of suspension or discharge, and the case shall be disposed of within ten (10) working days in the case of a suspension and within six (6) working days in the case of a discharge after the date of filing of the grievance, except where such case goes to arbitration

16.01 Except where more than two (2) employees from the same Department are suspended or discharged, the employee, if he/she so requests, shall have the right to see his/her Chief Steward prior to leaving the plant, at a time and place designated by the Company.

The four (4) working day limitation referred to above will not apply if the suspended or discharged employee is able to prove his/her inability to communicate with the Company by reason of illness.

16.02 Such suspension or discharge grievance may be settled:

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

Article 17 STEWARDS

17.01 **Definitions:**

- a) "Departmental Steward" is a person elected or appointed by the Union members of his/her department to represent the department in which he/she is employed.

- 17.01 b) "Chief Steward" is a person elected or appointed by the Union members of his/her zone as their representative.
- 17.02 The Company acknowledges the right of the Union to elect or appoint one (1) steward for each foreman or each department, whichever is the greater in number, to assist employees in the presentation of their grievances
- 17.03 The Union acknowledges that stewards, as well as other members of the Union committees, and the Union officers, will continue to perform their regular duties on behalf of the Company, and that.
- a) Such persons will not leave their regular duties without obtaining permission from their foreman or immediate supervisor who will be given a reasonable explanation for the requested absence
 - b) When resuming their regular duties after engaging in duties on behalf of the Union they will report to their foreman or supervisor immediately upon their return
 - c) Any Union representative who is privileged by this Agreement to take up Union business in a department other than his/her own will also report to the foreman of that department at the time.

- 17.04 **A** Steward will assist in the grievance procedure as set forth in Article 18 except that in the absence of a steward the Chief Steward may act in his/her place.
- 17.05 **A** Departmental Steward deputized by the Union to substitute for the Chief Steward may carry out the Chief Steward's duties on behalf of the Union in the event of the Chief Steward's authorized absence from the plant.
- 17.06 The Company will pay for time lost while on Company premises and authorized to be absent from regular duties under Section 17.03 during his/her normal hours of work as set out in Article 6, as follows:
- a) 50% of time lost to a maximum of 1-1/2 hours' pay in any one (1) week to Department Stewards.
 - b) 50% of time lost to a maximum of 5-1/2 hours' pay in any one (1) week to the Chief Stewards.
 - c) 50% of time lost by Grievance Panel to a maximum of 2-1/2 hours' pay in any one (1) week.
 - d) The Company will supply to the Union a list showing the number of hours paid to each of the Stewards or Committee members named above.

- 17.07 If requested by the employee concerned, a copy of a written notice of discipline will be given to the employee's Departmental Steward for the information of the Union as soon as practicable.
- 17.08 Time lost by the Chief Steward or a Steward during his/her normal hours of work as set out in Article 6, while on Company premises and when authorized to be absent from his/her regular duties under Section 17.03, shall not thereby disqualify him/her for premium rate under Article 6 to which he/she would otherwise be entitled

**Article 18
GRIEVANCES**

- 18.01 Nothing herein shall prevent an individual employee from discussing a complaint with his/her foreman, or submitting a grievance on his/her own behalf as provided herein, except that if the Union has taken up a grievance on behalf of the employee with his/her consent, the withdrawal of such consent shall not prevent the Union from processing the grievance under the grievance provisions hereof.
- 18.02 **First Stage:** The employee may request permission of his/her foreman to discuss and/or prepare a grievance with his/her Department Steward as provided in Section 18.07. A written grievance, signed by the employee or a representative number of the employees concerned, shall be submitted

18.02 by the Steward and/or the employee to the foreman concerned. The foreman will sign the grievance and indicate the time and date received. The foreman shall give his/her answer in writing to the Department Steward within four (4) working days of the date on which he/she receives the grievance. The foreman will, on the same day, give a copy of his/her answer to the employee(s) and he/she will also arrange for two (2) additional copies to be given to the Zone Chief Steward.

18.03 Second Stage: If a settlement is not reached under the first stage above, the grievance shall be submitted to the foreman's immediate supervisor by the Zone Chief Steward within thirty (30) calendar days from the date of the foreman's answer under Section 18.02. The supervisor shall sign and date the grievance. The grievance will be referred by the foreman's immediate supervisor to the Manager, Human Resources of the Company, or his/her appointee.

However, within five (5) working days from the date of the foreman's answer under Section 18.02, a meeting may be held between the Zone Chief Steward and such supervisor to discuss the grievance, if requested by either the Zone Chief Steward or such supervisor.

18.04 The Manager, Human Resources or his/her appointee will arrange a meeting within two (2) weeks of the date on which the grievance was submitted by the Zone Chief Steward.

- 18.04 The Manager of Human Resources, or his/her appointee, shall give an answer in writing within ten (10) working days of such meeting. Meetings with the Human Resources Department in connection with Section 13.13, however, shall take place within two (2) weeks of the date of receipt of the grievance.
- 18.05 During the Second Stage meeting as provided above, the Union, or the employee, may be represented by a representative of the National Office of the Union, the President of the Local Union, a maximum of three (3) members of the Union Grievance Panel who shall be employees of the Company and any employee possessed of factual knowledge touching on the matter in question. The Company shall also have the right to have present any officers, officials or agents of the Company.
- 18.06 The time limits set out in Section 18.02, 18.03 and 18.04, shall be strictly observed. Any grievance not filed within the time limits established by the provisions of this Agreement shall be considered disposed of or settled. If the Company fails to comply with the time limits established by the provisions of this Agreement the Union may file the grievance in the next succeeding stage. It is expressly provided, however, that the parties may agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.

- 18.07 The designation of the time and place involved in the discussions and meetings and/or for the preparation of written grievances as provided in the foregoing sections of this Article shall be subject to the direction of the foreman or supervisor concerned and shall be held during working hours on the day of the request or as soon as practical thereafter.
- 18.08 The Company shall not be liable for retroactive payments prior to six (6) months from the date of filing of a grievance hereunder. It is understood that a grievance should be filed within twelve (12) months of the date of the occurrence which gave rise to it. In the event, however, a grievance is filed more than twelve (12) months after the date of the occurrence which gave rise to it, the Company's liability for retroactive payment shall be reduced by the number of days that the period from the date of such occurrence, to the date of the filing of the grievance, is greater than twelve (12) months.
- 18.09 It is understood that the Company may bring forward and give to the Union at any time any grievance:
- a) With respect to the conduct of the Union, its officers or committee members.
 - b) With respect to the conduct of the employees generally.

- 18.09 c) With respect to the application or interpretation of any provision of this Agreement.

The grievance shall first be presented in writing to the officials of the Union and a meeting will be held within seven (7) calendar days with the Union and its representatives. Failure to agree within a period of four (4) calendar days subsequent to the meeting will permit the Company to refer the matter to a Board of Arbitration as hereinafter described, within thirty (30) calendar days.

- 18.10 The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be entered by the President or Secretary of the Union Local, with the Manager, Human Resources of the Company, or his/her appointee who, within forty-eight (48) hours, will notify the Union at which stage the grievance will be processed.

Article 19 ARBITRATION

- 19.01 Failing settlement under the grievance procedure set forth in Article 18 hereof of any grievance between the parties or any employee's grievance, arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, such may be referred

- 19.01 to arbitration within thirty (30) days. Within seven (7) days of the notice of election to arbitrate each of the parties shall select a representative and the two (2) so selected shall designate a third member of the board, who shall act as chairman. In the event that the two (2) representatives originally selected shall be unable to agree on the third member within seven (7) working days of their appointment, the Minister of Labour for the Province of Ontario shall have the power, on the application of the parties hereto to appoint an impartial chairman.
- 19.02 The unanimous or majority decision of the Board of Arbitration with respect to matters coming within the jurisdiction of the Board pursuant to the provisions of this Agreement, shall be final and binding on the parties hereto, and should be rendered within seven (7) working days from the time the matter was referred to the Board.
- 19.03 Such Board of Arbitration shall have no jurisdiction to alter, change, amend or enlarge, the terms of this Agreement.
- 19.04 Expenses which may be incurred in connection with the Chairman will be borne equally by both parties to this Agreement.
- 19.05 Where applicable, a grievance, when posted for arbitration, shall state the Article and Sections of this Agreement which it has alleged have been breached.

- 19.06 In the case of any grievance filed under Appendix "A-2", Section 2, the jurisdiction of the Board of Arbitration shall be limited to the provisions set forth in Appendix "A-2", Section 4.

Article 20
NATIONAL SECURITY

- 20.01 The Federal Government through its agencies, may issue to the Company certain instructions with regard to the security of information and materials and the personnel permitted to work on classified orders. The Union recognizes that the Company has the obligation of meeting such Government instructions. For the purpose only of implementing such instructions, the Company may refuse such employees access to the work and agree to transfer employees covered by the instructions.
- 20.02 Where an employee is transferred out of such work or denied access to it for the reasons above stated, the employee shall retain all other rights accruing to him/her under the Collective Agreement, including seniority rights set out in Article 13, but excluding the right to utilize the Grievance Procedure for the purpose of nullifying the Government's instructions.
- 20.03 The right of an employee to return to his/her original department, when the conditions necessitating this transfer cease to exist, will be subject to the time limits in Section 13.07 (f) (i) and (ii).

Article 21
SERVICE JOBS OUTSIDE THE HAMILTON AREA

21.01 Employees of Sanford Avenue Plant of the Company who are called upon to do service department jobs outside the Hamilton area will be paid an extra allowance of one dollar and fifty cents (\$1.50) per day. This will only apply in cases where the employee does not return to Hamilton each night.

Article 22
CHECK-OFF

1/5 2/1

22.01 During the term of this Agreement, the Company shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of regular Union Dues and to remit the amount to the Financial Secretary of Local 504 of the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW – Canada)

22.02 There will be no coercion or intimidation of any employee by either the Company or the Union in regard to the dues deduction arrangement.

22.03 Union dues are deductible in each pay period for which an employee receives pay, except where such pay is insufficient to cover dues deduction in which cases the omitted deduction will be recovered in the next pay period in which there is sufficient pay.

- 22.04 The Union agrees to keep the Company harmless from any claims against it by an employee which arise out of deduction under this Article.
- 22.05 it is agreed that before an employee enters the bargaining unit, the Chief Steward, or a Departmental Steward deputized by the Chief Steward, shall have the right to interview such employee during a five-minute period at a time and place to be designated by the Company. The expense of such interview will be borne by the Union.
- 22.06 Upon written authorization from an employee (in the form set out in Appendix "C-1"), the Company will deduct a specified uniform amount of initiation fee communicated by the Union to the Company.

Article 23
REPRESENTATIVES

- 23.01 The Union shall supply the Company with the names of those employees who have been elected Union Officers, Grievance Panel members and Stewards, authorized to represent the Union, and the Union shall keep such lists up to date and the Company advised accordingly.
- 23.02 The Company will supply the Union with the names, titles and departments of foremen, superintendents and representatives of the Human Resources Department who may be

23.02 called upon to act with respect to the administration of this Agreement, and the Company shall keep such lists up to date and the Union advised accordingly.

Article 24
INFORMATION TO THE UNION

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

Article 25
NOTICES

25.01 The Company agrees to post in its plant, Union notices announcing Union meetings or social events, subject to the following conditions:

- a) Such notices shall first receive the stamped approval of the Company prior to posting.
- b) No change shall be made in any such notice, either by the Company or by the Union, after it has received the stamped approval of the Company.

25.02 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature except with the written permission of the Company.

6308
1

Article 26
JURY DUTY

- 26.01 An employee who is called for Jury Duty will receive for each day of absence therefor the difference between pay lost, computed at the employee's hourly wage rate and the amount of jury fee received, provided that the employee furnishesthe Company with a certificateofservice signed by the Clerk of the Court, showing the amount of jury fee received.

Article 27
BEREAVEMENT PAY

631A
1

- 27.01 Subjecttothe following regulations, the Company will make payment of wages to an employee who is absent solely due to a death in his/her immediate family.
- a) Such employee must have completed sixty (60) worked days.
 - b) Such employee except for the death and funeral would otherwise be at work.
- 27.02' Members of the employee's immediate family are defined for the purposes of this Agreement as:
- a) spouse, son, daughter, father, mother, and
 - b) brother, sister, father-in-law and mother-in-law, and
 - c) grandfather, grandmother, grandson, granddaughter, brother-in-law and sister-in-law.

- 27.03 An employee will receive payment for the time lost from his/her regularly scheduled hours on the following basis:
- a) Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift up to eight (8) hours per day, exclusive of overtime and other forms of premium pay.
 - b) Payment will be made for up to five (5) days' absence in the case of the death of a member of the employee's immediate family as defined in 27.02 (a) and in such case, the time to be paid for may be any five (5) consecutive working days from the day of death through the second day after the funeral, inclusive.
 - c) Payment will be made for up to three (3) days' absence in the case of the death of a member of the employee's immediate family as defined in 27.02 (b) and in such case, the time to be paid for may be any three (3) consecutive working days from the day of death through the day after the funeral, inclusive.
 - d) Payment will be made for one (1) day's absence, to attend the funeral, in the case of the death of a member of the employee's immediate family as defined in 27.02 (c).
 - e) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his/her immediate family.

27.04 An employee will not be eligible to receive payments under this Agreement for any period in which he/she is receiving other payments in the form of vacation pay, specified holiday pay, disability benefit, or Workers' Compensation.

Article 28
EMPLOYEE DISPLACEMENTS THROUGH
TECHNOLOGICAL CHANGE

28.01 This Article shall have application when the Company introduces machinery or equipment, including new devices to existing machinery or equipment, and such introduction has the initial result of:

22
/A

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

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

28.02 The Company will provide a training period of up to fifteen (15) working days (which may be extended by agreement) on a new or changed job created as a result of technological change as

22
/C

28.02 defined under Section 28.01 to an employee with seniority who is thereby displaced. An employee will be selected for a training period on the basis of seniority provided the Company has reasonable evidence in its records or as furnished by the employee or the Union that the employee has transferable skills which would enable him/her to meet the normal requirements of the job within a maximum period of fifteen (15) working days.

If the new or changed job thus created is classified in an occupational classification with a lower labour grade than the classification to which the employee was assigned before the new equipment was introduced, the employee may elect to be placed in accordance with Section 13.07 (g).

A displaced employee unable to qualify for a training period as provided herein will be subject to the provisions of Section 13.07 (g) in locating another job. Further, an employee selected for training hereunder but unable to meet the normal requirements of the work of such job during the maximum period of fifteen (15) working days will be subject to the provisions of Section 13.07 (g) in locating another job.

28.03 An employee with seniority whose job is directly eliminated by the introduction of a robot or the introduction of an automated manufacturing machine and who as a consequence, is transferred to a lower hourly rated job shall retain his/her former hourly rate for up to twenty-six (26) weeks from the date his/her job was eliminated.



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

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

Article 29
DURATION AND TERMINATION

29.01 This Agreement shall remain in effect until April 22, 1996 and unless either party gives to the other party written notice of termination or of its desire to amend the Agreement, then it shall continue in effect for a further year without change.

29.02 Notices that amendments are required ~~or~~ that either party intends to terminate the Agreement may only be given within a period of ninety (90) to seventy (70) days prior to the expiration of this Agreement.

29.03 If such notice of amendment or termination is given a meeting for the purpose of negotiating such proposals will be held within fifteen (15) days after the giving of such notice, if requested so to do. Such negotiations shall not continue beyond the expiration date of the Agreement or extension unless it is agreed to extend the period of negotiations.

SIGNED by the parties hereto on the 26th day of August,
1993 at the City of Hamilton.

WESTINGHOUSE CANADA INC.:

G.F. Sparks
V. Mazzetti
S. DeForest
D.J. Gagne

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA (CAW - CANADA) :**

On behalf of Local 504
Andrew Paterson
Nelson F. West
Tony Wray

**NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA (CAW - CANADA):**

Dick Barry

APPENDIX "A-1"

EFFECTIVE : April 23, 1993

PROGRESSION STEP RATES

LABOUR GRADE	START RATE	AFTER 3 MONTHS	AFTER 6 MONTHS	JOB RATE
1	\$13.802	\$15.335		\$15.335 <i>Bas</i>
2	13.909	15.454		15.454
3	14.045	15.606		15.606
4	14.180	15.756		15.756
5	14.318	15.909		15.909
6	14.548	16.164		16.164
7	14.684	15.500	16.316	16.316
8	14.890	15.717	16.544	16.544
9	15.362	16.216	17.069	17.069
10	16.089	16.983	17.877	17.877
11	16.671	17.597	18.523	18.523
12	17.096	18.046	18.996	18.996
13	17.589	18.566	19.543	19.543
14	17.910	18.905	19.900	19.900

In the event Appendix A-1 is amended pursuant to Article 12, the Start Rates shall be amended to equal 90% of the respective Job Rate and the three month Step Rates, Labour Grade 7 through 14, shall be amended to equal 95% of the respective Job Rate.

APPENDIX "A-1"

EFFECTIVE : April 23, 1994

PROGRESSION STEP RATES

LABOUR GRADE	START RATE	AFTER 3 MONTHS	AFTER 6 MONTHS	JOB RATE
1	\$13.892	\$15.435		
2	13.999	15.554		15.554
3	14.135	15.706		15.706
4	14.288	15.876		15.876
5	14.426	16.029		16.029
6	14.674	16.304		16.304
7	14.810	15.633	16.456	16.456
8	15.034	15.869	16.704	16.704
9	15.506	16.368	17.229	17.229
10	16.251	17.154	18.057	18.057
11	16.833	17.768	18.703	18.703
12	17.276	18.236	19.196	19.196
13	17.769	18.756	19.743	19.743
14	18.090	19.095	20.100	20.100

In the event Appendix A-1 is amended pursuant to Article 12, the Start Rates shall be amended to equal 90% of the respective job Rate and the three month Step Rates, Labour Grade 7 through 14, shall be amended to equal 95% of the respective JobRate.

APPENDIX "A-1"

EFFECTIVE : April 23, 1995

PROGRESSION STEP RATES

LABOUR GRADE	START RATE	AFTER 3 MONTHS	AFTER 6 MONTHS	JOB RATE
1	\$13.982	\$15.535		\$15.535
2	14.089	15.654		15.654
3	14.225	15.806		15.806
4	14.396	15.996		15.996
5	14.534	16.149		16.149
6	14.800	16.444		16.444
7	14.936	15.766	16.596	16.596
8	15.178	16.021	16.864	16.864
9	15.650	16.520	17.389	17.389
10	16.413	17.325	18.237	18.237
11	16.995	17.939	18.883	18.883
12	17.456	18.426	19.396	19.396
13	17.949	18.946	19.943	19.943
14	18.270	19.285	20.300	20.300

In the event Appendix A-1 is amended pursuant to Article 12, the Start Rates shall be amended to equal 90% of the respective job Rate and the three month Step Rates, Labour Grade 7 through 14, shall be amended to equal 95% of the respective Job Rate.

APPENDIX "A-2"

JOBEVALUATION PROGRAMME

1. The responsibility for evaluation of any work shall continue to be vested in the Company. Evaluation will continue to be made on the basis of the Job Evaluation Programme (including the Job Rating Plan for Hourly Paid Classifications). The Job Evaluation Programme as such, having been selected by the Company, may not form the subject of a grievance. When new and/or changed job classifications are implemented by the Company, the Union will be notified of the resulting amendments to the "Job Evaluation and Job Classification Manual", together with the date of implementation, the department(s) and employee(s) affected, and will be supplied with a copy of the job identifications and the factor ratings thereof.

2. The Union or the incumbent employee in the Job Classification concerned may file a grievance in writing with the Company alleging:
 - a) that the new or changed job classification established under Appendix "A-2", Section 1 has been improperly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed job classifications.

16/3

- b) that the wrong job classification has been applied to the work performed by the employee, and a job classification as contained in the "Company's job Evaluation and JobClassification Manual" the primary function and job content of which is properly applicable to the work performed by the employee.
- c) that the Company has changed the primary function and/or content of the work performed by the employee as contained in the Job Identification to the extent that the job classification is improperly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed job classifications.

It is provided, however, that any such grievance must be filed directly with the Manager, Human Resources of the Company, or his/her appointee, under Section 18.04 of the Grievance Procedure not later than fifteen (15) working days from the date when the Union is notified of implementation of such new or changed job classification under Appendix "A-2", Section 1 hereof in the case of Section a) hereof, or from the date when the wrong job classification was first applied to the work performed by the employee, in the case of b) hereof. In the case of a grievance filed under paragraph c) hereof, the Company shall not

be liable to any retroactive payment prior to fifteen (15) working days from the date of filing of such grievance.

- d) For purposes of interpretation, the term "undisputed job classifications" shall be the JobClassifications in the Manual at the time of any such referral together with undisputed JobClassifications which were in effect as of April 22, 1990.
3. During the Second Stage Meeting referred to in Section 18.04, the Union or the incumbent employees on the job classification concerned may be represented by a representative of the National Union, the President of the Local Union, the Chief Steward of the Zone, the Steward of the department and the incumbent employee, and an additional incumbent employee when the number of incumbent employees is in excess of fifteen (15) employees in the job classification which is the subject of the grievance as filed under Section 2 herein. The Company shall also have the right to have present any officers, officials or agents of the Company.
4. In the case of any grievance filed under Appendix "A-2", Section 2, the authority of the arbitration board shall be limited to:
- a) confirming the job classification or assigning a revised ranking by using the criteria as in Section 2 a) above, or

- b) confirming the job classification or assigning another job classification by using the criteria as in Section 2 b) above.
 - c) confirming the job classification or assigning a revised ranking by using the criteria as in Section 2 c) above.
5. On an application to the Minister of Labour under Section 19.01 for the appointment of an impartial chairman in the case of a grievance filed under Appendix "A-2", Section 2, such chairman shall have qualifications with respect to job evaluation practices.

APPENDIX "B"

SAFETY AND HEALTH

- 1 The safety and health of employees is a major concern of the Company and the Union. The Company and the Union both have a responsibility and a desire to eliminate or reduce exposure of employees to accidental injury or to conditions detrimental to their health. It is the objective of the parties to ensure that no condition be allowed to exist in the workplace that is likely to cause injury or illness to its employees.
- 2 The Company and the Union agree to exert joint efforts to develop and maintain high standards of safety, health, and housekeeping in the workplace in order to prevent industrial injury and illness.
3. The Company will provide, without charge, such special protective clothing, equipment and devices as the Company determines are required for the purpose of preventing industrial injury and illness.
- 4
 - a) The Company will provide employees with the information, instruction, and supervision that it considers necessary to protect the safety and health of employees.
 - b) The Company will provide the Safety and Health Committee with a copy of any written safety or health instruction given to employees.

- c) The Company will provide the results of any of its medical tests related to safety and occupational health to the employee should the employee, through his/her supervisor, request such information.
- d) The Company will ensure that all containers of substances that it considers to be hazardous are properly labelled.
- a) There will be a Safety and Health Committee consisting of the following members:
- i) One (1) employee of the Company appointed by the Company for each one hundred and fifty (150) (or part thereof) hourly-rated employees of the Company; and
 - ii) One (1) hourly-rated employee of the Company appointed by the Union for each one hundred and fifty (150) (or part thereof) hourly-rated employees. It is understood that the Company may request the Union to temporarily substitute another employee (or employees) as its appointee(s) on the Safety and Health Committee in the event that the attendance of the regular Union appointee at the meetings of the Committee interferes with the operating requirements of the Company;
- b) The number of appointees mentioned in a) i) and a) ii) above may be varied through consultation between the Company and the **Union**.

- c) In the interest of involving the greater number of employees as possible with Safety and Health it is agreed that rotation of the Safety and Health Committee is desirable and that the timing of such appointments be staggered to ensure continuity. Such rotation would normally take place after each two (2) year term.
 - di The Company will designate one of its appointees as Chairman of the Committee.
 - e) The Safety and Health Committee will appoint a Secretary (an employee, not a member of the Committee may be appointed as Secretary).
6. The Safety and Health Committee is responsible for promoting safety, good housekeeping and accident and industrial illness prevention measures.
7. It is the function of the Safety and Health Committee and it has power to:
- a) Identify situations that may be a source of danger or hazard to employees;
 - b) Make recommendations to the Company and the employees for the improvement of the safety and health of employees;
 - c) Make recommendations to the Company and the employees for the establishment,

maintenance and monitoring of programmes, measures and procedures respecting the safety or health of employees;

- d) Obtain information from the Company respecting:
 - i) the identification of potential or existing hazards of materials, processes or equipment, and,
 - ii) safety and health experience and work practices and standards in similar or other industries of which the Company has knowledge.
- e) Maintain and keep minutes and records of its proceedings and make them available for examination by an inspector appointed under the Occupational Health and Safety Act, 1978 or similar legislation; and
- f) Send copies of minutes, recommendations, etc., to, among others, the General Manager, and the Union.


The Safety and Health Committee will normally meet monthly except during the month of December or when the Company has a shutdown for two (2) or more weeks in a month; in these months a meeting may be held if required.

” The Safety and Health Committee will conduct a regular monthly inspection of some portion of the workplace and such inspection shall normally not take more than one (1) hour. It is agreed that the

inspections referred to herein shall not interfere with the regularly scheduled work of an; employees or interfere with productivity in any way. inselectingthe work locationto be inspected, the Committee may have regard to specific suggestions by the Company, the Union, or members of the Committee.

The workplace, in its entirety, will be inspected by a Union-appointed Committee member (selected by the Union appointed Committee members)and a Company-appointed Committee member (selected by the Company) once every two (2) months excepting those portions of the workplace that have been inspected by the Committee during the previous two-month period. The workplace may be inspected more frequently, if agreed to by the parties

- 10 a) In the event that an employee is killed or critically injured at the workplace, action will be taken in accordance with the Occupational Health and Safety Act, 1990.
- b) intheeventofanaccidentresultinginserious injury to an employee, the Company will make provisions for a Union appointed Safety and Health Committee member and a Company appointed Safety and Health Committee member to participate in the investigation and to make recommendations of preventative measures to the Safety and Health Committee

- . Members of the Safety and Health Committee are entitled to such time from work as is necessary to attend the scheduled meetings of the Committee, and to conduct the inspections and investigations outlined in (8), (9) and (10) above without loss of wages for the time so spent. 

- 2. The Company will provide the Safety and Health Committee with a copy of the following documents for each lost time accident or occupational illness:
 - a) the initial report to the Workers' Compensation Board (Ontario Workers' Compensation Board Form 7);
 - b) the Foreman's Report of Accident.

in respect of (a), this information will be provided to the Committee within four (4) days of the Company being advised of the lost time accident or occupational illness.

- 3. The Company will post and keep posted in a conspicuous place(s), the names and department of the members of the Safety and Health Committee.

- 4. if an employee has reason to believe that an unsafe condition exists as a danger to himself/herself or another employee he/she may refuse such work and;
 - a) he/she shall immediately notify his/her supervisor.

6/4
Kt e)

such condition is corrected While alternate work is not available the affected employee will be paid at his/her hourly wage rate for the balance of the shift and two (2) additional shifts, following which he/she will be treated in accordance with the provisions of Article

- i) the condition is safe, such employee will be returned to the job as soon as possible;
 - ii) the condition is unsafe, such employee will be returned to the job as soon as possible after the unsafe condition is corrected and will be compensated for any loss of regular wages for up to the balance of the shift and two (2) additional shifts.
- a) The Union appointed Committee Member called into the investigation as referred to in 14 (b) will be the one who normally covers that department. The Company will arrange for him/her to attend the investigation without delay, providing he/she is at work. In the event the Union appointed Committee member is not at work, the Chief Steward, or such other employee as has been designated by the Safety and Health Committee, will be called into the investigation.
- b) The supervisor, the two (2) Committee members referred to in 14 (b) above, and the employee concerned are to be present during the investigation conducted by the inspector from the Occupational Health and Safety Branch of the Ministry of Labour as the result of the request outlined in 14 (c) above. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation, without loss of wages for the time so spent.

16. While an inspection is being conducted by an inspector from the Occupational Health and Safety Branch of the Ministry of Labour, he/she is to be accompanied by the supervisor (or his/her alternate) for each area that is inspected, as well as by one (1) Company appointed member and one (1) Union-appointed member of the Safety and Health Committee

These two (2) members of the Safety and Health Committee are entitled to such time from work as is necessary to accompany the inspector without loss of wages for the time so spent

17. If an employee reports an unsafe condition to his/her supervisor but no refusal to work is involved the supervisor will cause an investigation of the condition to be made and will ensure that the concerned employee receives a response. If the employee is not satisfied with the response he/she may forward his/her concern, in writing, to the Safety and Health Committee

18. The members of the Safety and Health Committee appointed by the Union are considered to be the members of a joint Health and Safety Committee selected by the trade union as outlined in Section 8 of the Occupational Health and Safety Act, 1990.

The "Manager of Manufacturing" means the senior supervisor responsible for production

3. A copy of any decision or order or direction or report issued by an inspector from the Occupational Health and Safety Branch of the Ministry of Labour will be sent to the Safety and Health Committee, to the Union, and posted in a conspicuous location in the workplace.
3. The Company will issue a set of Safety Rules to each employee and, depending on the nature of their work, additional manuals such as:
 - a) Safe Practices for Crane Operations;
 - b) Safe Practices for Electrical Testing;
 - c) Safe Practices for Fork Lift Truck Operations.

A copy of the Safety Rules and each such manual will be provided to the Union.

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

1. The wearing of Company-approved safety toe protection is mandatory for employees whose regular work assignment is in an area designated as a toe protection area. For employees in such designated areas, the Company will pay sixty dollars (\$60.00) once per calendar year toward the cost of safety shoes approved by the Company.

Effective in 1994, the above amount shall be increased to sixty-five dollars (\$65.00).

Effective in 1996, the above amount shall be increased to seventy dollars (\$70.00).

22. Company-approved safety glasses will be required to be worn by all employees who work in or enter any area designated as an eye protection area. The Company's responsibility under this program will be to:
- a) designate the type and style of safety frames and lenses;
 - b) designate the opticians authorized to dispense prescription safety frames and lenses;
 - c) provide at no employee cost (other than prescription and fitting costs), through designated opticians, for employees requiring prescription glasses;
 - i) one (1) pair of safety frames and lenses,
 - ii) replacement safety frames and lenses, not more often than once every two (2) years, where an employee requires a change in prescription.
 - d) provide safety glasses for employees not requiring prescription glasses not more frequently than once every two (2) years;
 - e) provide visitors' safety glasses for employees and visitors entering an eye protection area who do not normally work in such an area;

- f) request the Workers' Compensation Board to replace safety glasses broken or damaged as a result of work-related activity;
- g) replace at no employee cost (other than fitting costs) prescription safety frames or lens(es) that have been broken or damaged as a result of work related activity, excepting breakage or damage, the replacement cost of which, is available to the employee from the Workers' Compensation Board.

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

- i) provide a prescription or evidence of a changed prescription, as applicable, from an ophthalmologist or optometrist;
- ii) pay for any fitting charge levied by the optician;
- iii) pay for the lost, damaged, or replaced prescription safety glasses, except as otherwise provided for herein;
- iv) pay for safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.

23. At the request of either party a meeting will be held at a mutually convenient time for the purpose of discussing matters related to the safety and health of employees. The party making a request for a meeting will supply to the other, at least three (3) working days in advance of the proposed meeting, a list of the topics to be discussed. Each party will send to the meeting not more than five (5) representatives.
24. This appendix should be read in conjunction with the Occupational Health and Safety Act, 1990 and will not be subject to the grievance and arbitration procedure, except as is provided for by the Occupational Health and Safety Act, 1990.

APPENDIX "C-1"

WESTINGHOUSE CANADA INC.

EMPLOYEE INITIATION FEE AUTHORIZATION

I authorize the Company to deduct from my next first pay of the month, the sum of \$ _____ for my Union Initiation Fee and to remit the amount promptly to the Financial Secretary of Local 504 of the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW - Canada)

Date _____

Signature _____

Department _____

Badge No. _____

96