

AGREEMENT

Between

WESTINGHOUSE CANADA INC.

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. CANADA)

AND ITS LOCAL 504



TO: APRIL 22, 1999

HAMILTON, ONTARIO

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AGREEMENT effective as of April 23, 1996.

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,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. 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 all of its employees employed on jobs which are at present hourly rated jobs located at 35 Myler 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 the Agreement, the Company will supply present and future employees with a copy of this Agreement.

- 1.03 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of 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

- 2.01 a) The Company 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.
- b) The Union, or its officers, members or agents

2.01 shall not intimidate or coerce any employee or employees into membership in the Union.

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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

- 3.01 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 senior-

3.03 ity 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:

- 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,

- 4.01 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.
- 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 employment. The Union will co-operate with the Company in maintaining good working conditions and will assist in assuring observance of safety rules.
- 5.02 The Company welcomes from the Union, its members, or any employee, suggestions regarding safety and health.
- 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**

- 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

- 6.01 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.

- 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 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 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 Committee person 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.
- New Year's Day
 - Heritage Day or the 3rd Monday in February
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day

7.01	Thanksgiving Day		
	Christmas Day		
	December 26th		
	In 1996	In 1997	In 1998
	June 28	June 30	January 2
	August 30	August 29	September 4
	December 27	October 10	October 9

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 or an absence due to verified illness in excess of the equivalent of four (4) shifts in the pay

- 7.03 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' 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.

- 7.06 An employee required to work on the day on which the specified holiday is observed, will receive overtime pay as shown in Article 6, in addition to the specified holiday pay.
- 7.07 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

- 8.01 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.
 - ii) Five (5) weeks after twenty (20) years' continuous service if completed by December 31st.
 - iii) Four (4) weeks after eleven (11) years' continuous service if completed by December 31st.
 - iv) Three (3) weeks after four (4) years' continuous service if completed by December 31st.

vi 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

- 8.05 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.

Article 9
WAGES

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- 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-I" 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.
- 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.

- 9.04 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 appropri-

- 9.05 ate 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 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.
 - ii) 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.

- 9.05 (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.

- 9.06 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 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

- 0.01 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 seventy cents (70¢) per hour. Effective April 23, 1998, the shift bonus will be seventy-five cents (75¢) 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

- 10.02 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 13.05 (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**

- 12.01 Following the release by Statistics Canada of the National All Items Consumer Price Index thereafter referred to as the CPI - base 1981 = 100) for

- 12.01 October 1996, the Company shall compare such Index figures with the Consumer Price Index for July 1996. A cost of living allowance of one (1¢) cent for each 0.130 points calculated to the nearest full cent, by which the October 1996 Index is higher than the July 1996 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 1996 is published. .
- 12.02 Following the release by Statistics Canada of the CPI for July 1997 the Company shall compare such July 1997 Index figures with the CPI for April 1997. A cost of living allowance of one (1¢) cent for each 0.130 points by which the July 1997 Index is higher than the April 1997 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 1997 is published.
- 12.03 Following the release by Statistics Canada of the CPI for October 1997, the Company shall compare such October 1997 Index figures with the CPI for July 1997 and a cost of living allowance of one (1 ¢) cent for each 0.130 points by which the October 1997 Index is higher than the July 1997 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this

- 12.03 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 1997 is published.
- 12.04 Following the release by Statistics Canada of the CPI for January 1998, the Company shall compare such January 1998 Index figures with the CPI for October 1997 and a cost of living allowance of one (1 ¢) cent for each 0.130 points by which the January 1998 Index is higher than the October 1997 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 1998 is published.
- 12.05 Following the release by Statistics Canada of the CPI for April 1998, the Company shall compare such April 1998 Index figures with the CPI for January 1998 and a cost of living allowance of one (1¢) cent for each 0.130 points by which the April 1998 Index is higher than the January 1998 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

12.05 all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for April 1998 is published.

12.06 Following the release by Statistics Canada of the CPI for July 1998, the Company shall compare such July 1998 Index figures with the CPI for April 1998 and a cost of living allowance of one (1 ¢) cent for each 0.130 points by which the July 1998 Index is higher than the April 1998 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 1998 is published.

12.07 Following the release by Statistics Canada of the CPI for October 1998, the Company shall compare such October 1998 Index figures with the CPI for July 1998 and a cost of living allowance of one (1¢) cent for each 0.130 points by which the October 1998 Index is higher than the July 1998 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 1998 is published.

- 12.08 Following the release by Statistics Canada of the CPI for January 1999, the Company shall compare such January 1999 Index figures with the CPI for October 1998 and a cost of living allowance of one (1¢) cent for each 0.130 points by which the January 1999 Index is higher than the October 1998 Index will be calculated to the nearest full 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 1999 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

- 1.01 hired during the school vacation, in which h case seniority shall be established after a period of probation of ninety (90) worked days.
- 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.

13.03 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 em-

- 13.05 employed in an area that was shut down for 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.
 - ii) A copy of notices of recall as referred to in Section 13.07(d) below.

- 13.06 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:
- 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;
 - iii) Lay-offs resulting from lack of work owing to any slow-down, strike, or other work stoppage or interference with work by employees covered by this Agreement;

- 13.07
- 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 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

13.07

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.

- 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:

- 13.07
- 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.
- 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:

13.07 a) in the case of an employee who is eligible to exercise his/her seniority on a departmental basis:

STEP

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

- 13.07 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
- 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 tower
- 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

- 13.07
- 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 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)

13.07

and (ii)), and shall be eligible for the first job commencing from the bottom of the intra-plant 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. 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.

In laying off such employee because such a job is not available, further notification of layoff 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:
- 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.

- 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. Committeepersons shall have preferential seniority on the same basis in their respective Zones and the Unit Chairperson 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 fulfilment 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, pro-

- 13.13 a) i) vided 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 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,

- 13.13 a) ii) 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);
- 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 (ii) 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;

- 13.13 c) 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. 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 Committeeperson may be present at such interview, and he/she shall have access to the master seniority list.

- 13.14 d) Following such interview, if the employee disputes such transfer or lay-off he/she may, with the assistance of his/her Zone Committeeperson, prepare and sign a grievance which shall be lodged in accordance with the provisions of this Article.
- e) The designation of the time and place of such interview as well as the preparation of such written grievance as provided above shall be subject to the direction of the 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 fulfils 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

- 13.15 exercise his/her seniority on a departmental basis, as set out in Section 13.07(g)(ii)(a) hereof,
- 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

- 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 than "just cause" for any subsequent grievance. A grievance may be filed by a

- 14.02 discharged probationary employee pursuant to this Section.

Article 15
LEAVE OF ABSENCE

- 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 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 employeewho 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.
- 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, Unions i n e s s .
- 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

15.02 and negotiation preparations and processes, not more than one hundred (100) person-days total leave of absence will be granted in any one (1) calendar year. Notwithstanding the foregoing, the Unit Chairperson 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 a) Pregnancy leave

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.
- iv) The Company may require a certificate

- 15.03 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.
- iii) ~~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 ini-

- 15.03 tial time the child comes into the custody, care and control of the employee.
- iv) Parental leave referred to in Article 15.03b (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

- 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).
- 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 ac-

15.03 cordance 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.

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 Committee person 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 dis-

- 16.01 charged 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.
 - b) "Committeeperson" is a person elected or appointed by the Union members of his/her zone as their representative.
 - c) "Unit Chairperson" is an employee elected or appointed by the Union members to represent the bargaining unit.
- 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

- 17.02 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 Committeeperson may act in his/her place.
- 17.05 A Departmental Steward deputized by the Union to substitute for the Committeeperson may carry out the Committeeperson's duties on behalf of the Union in the event of the Committeeperson'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 Committeepersons.
 - 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 Committeeperson, a Steward or the Unit Chairperson 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 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 Committeeperson.
- 18.03 **Second Stage:** If a settlement is not reached under the first stage above, the grievance shall be

18.03 submitted to the foreman's immediate supervisor by the Zone Committeeperson 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 Committeeperson and such supervisor to discuss the grievance, if requested by either the Zone Committeeperson 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 Committeeperson. 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 Unit Chairperson, a maximum of three (3) members of the Union Griev-

- 18.05 ance 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

18.08 (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.
- 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

18.10 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 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

- 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

- 22.01 Union Dues and to remit the amount to the Financial Secretary of Local 504 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. 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 Committeeperson, or a Departmental Steward deputized by the Committeeperson, 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 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 Unit Chairperson.

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:

- 25.01 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.

Article 26
JURY DUTY

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

Article 27
BEREAVEMENT PAY

- 63 A/1 27.01 Subject to the 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.

- 27.01 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, grandson, granddaughter, and
- c) grandfather, grandmother, 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

- 27.03 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:
- 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

28.01 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 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.

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, 1999 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 23rd day of August, 1996 at the City of Hamilton.

WESTINGHOUSE CANADA INC.:

G.F. Sparks
D. Gagne
R. Laflamme
D. Alberto

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (C.A.W. CANADA):**

On behalf of Local 504
A. Paterson
N.F. West
T. Wray

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (C.A.W. CANADA):**

S. Farkas

APPENDIX "A-I"

EFFECTIVE: April 23, 1996

PROGRESSION STEP RATES

LABOUR GRADE	START RATE	AFTER 3 MONTHS	AFTER 6 MONTHS	JOB RATE
	14.675	16.305		16.305
2	14.782	16.424		16.424
3	14.918	16.576		16.576
4	15.107	16.786		16.786
5	15.245	16.939		16.939
6	15.529	17.254		17.254
	15.665	16.536	17.406	17.406
8	15.925	16.809	17.694	17.694
9	16.487	17.403	18.319	18.319
10	17.268	18.228	19.187	19.187
11	17.868	18.860	19.853	19.853
12	18.347	19.367	20.386	20.386
13	18.839	19.885	20.932	20.932
14	19.161	20.226	21.290	21.290

In the event Appendix A-I 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-I "

EFFECTIVE: April 23, 1997

PROGRESSION STEP RATES

LABOUR GRADE	START RATE	AFTER 3 MONTHS	AFTER 6 MONTHS	JOB RATE
1	14.855	16.505		16.505
2	14.962	16.624		16.624
3	15.098	16.776		16.776
4	15.287	16.986		16.986
5	15.425	17.139		17.139
6	15.709	17.454		17.454
	15.845	16.726	17.606	17.606
8	16.105	16.999	17.894	17.894
9	16.757	17.688	18.619	18.619
10	17.538	18.513	19.487	19.487
11	18.156	19.164	20.173	20.173
12	18.635	19.671	20.706	20.706
13	19.127	20.189	21.252	21.252
14	19.449	20.530	21.610	21.610

In the event Appendix A-I 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-I"

EFFECTIVE: April 23, 1998

PROGRESSION STEP RATES

LABOUR GRADE	START RATE	AFTER 3 MONTHS	AFTER 6 MONTHS	J O B RATE
	15. 017	16.685		16.685
2	15. 124	16. 804		16.804
	15. 260	16.956		16. 956
4	15.449	17.166		17. 166
5	15.587	17.319		17. 319
6	15.871	17.634		17.634
	16.007	16.897	17. 786	17. 786
8	16. 267	17.170	18.074	18.074
9	17.009	17.954	18.899	18.899
10	17. 790	18.779	19.767	19.767
11	18. 426	19.449	20. 473	20. 473
12	18.905	19.956	21. 006	21. 006
13	19.397	20, 474	21. 552	21. 552
14	19.719	20. 815	21. 910	21.910

In the event Appendix A-I 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"

JOB EVALUATION PROGRAMME

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.
 - 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 Job Classifica-

2. tion 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 Job Classifications in the Manual at the time of any such referral together with undisputed Job Classifications which were in effect as of April 22, 1990.

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 Unit Chairperson, the Committeeperson 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, or
 - 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 Ministry 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.

4.
 - 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.

5.
 - 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) for 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) for 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 greatest

5. 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.
 - d) 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:

- 7.
- 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, 1990 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.

9.

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 any employees or interfere with productivity in any way. In selecting the work location to be inspected, the Committee may have regard to specific suggestions by the Company, the Union, or members of the Committee.

9. 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) In the event of an accident resulting in serious 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.
11. 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.
12. The Company will provide the Safety and Health Committee with a copy of the following docu-

12. ments 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.

13. 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.
14. 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.
 - b) the supervisor, in the presence of the employee, a Union-appointed Committee member, and a Company-appointed Committee member of the Safety and Health Committee, shall investigate the matter and if it is agreed that the condition is unsafe, the supervisor will take all necessary steps to correct the condition and attempt to provide alternate work for the affected employee until such condition is corrected. While alternate work is not available the affected employee will be

14. 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 13.
 - c) if the supervisor does not agree that the condition is unsafe, but the employee maintains that it is unsafe, the supervisor will notify the Manager of Manufacturing, or his/her representative, who will, without undue delay, notify the Occupational Health and Safety Branch of the Ministry of Labour and request an immediate investigation and decision by an inspector. In the meantime, the supervisor will attempt to provide alternate work for the employee. If alternate work is not available the affected employee will be treated in accordance with the provisions of Article 13. However, if the decision of the inspector is:
 - 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.
15. 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 mem-

15. ber is not at work, the Committee person, 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

17. 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.
19. 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.
20. 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 OperationsA 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 proce-

20. dures outlined in the documents referenced above, which may be amended, cancelled, and/or added to by the Company. The Company will advise the Union of any changes prior to issuing them to employees.

21. The wearing of Company-approved safety toe protection is mandatory for employees whose regular work assignment is in an area designated as a toe protection area. For employees in such designated areas, the Company will pay seventy dollars (\$70.00) once per calendar year toward the cost of safety shoes approved by the Company.
Effective in 1997, the above amount shall be increased to seventy-five (\$75.00).

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,

- 22.
- 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;

22. 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-I",

WESTINGHOUSE CANADA INC.

EMPLOYEE INITIATION FEE AUTHORIZATION

I authorize the Company to deduct from my next first pay of the month, the sum of \$ 0 for my Union Initiation Fee and to remit the amount promptly to the Financial Secretary of Local 504 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. CANADA).

Date _____

Signature _____

Department _____

Badge No. _____

LETTERS OF UNDERSTANDING

with

WESTINGHOUSE CANADA INC.

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. CANADA)

AND ITS LOCAL 504

TO: APRIL 22, 1999

IT IS AGREED THAT
THE LETTERS OF UNDERSTANDING
ARE NOT SUBJECT TO THE GRIEVANCE
AND ARBITRATION PROVISIONS

LETTERS

Section A - Letters between the Company and the Union

Section B - Letters from the Company to the Union

Section C - Letters from the Union to the Company

I N D E X

SECTION A - Letters Between the Company and the Union

- A-1 Application of Section 13.05
- A-2 Recalls For Less Than 4 Weeks
- A-3 Timing of Information - Section 13.13(a)(i)
- A-4 Determination of Zones for Committeepersons
- A-5 Vacation Pay/Vacation Time Off
- A-6 Notification of Open Jobs (Employees on Recall List)
- A-7 Payroll Report
- A-8 Provisional Job Classifications
- A-9 Lost Time Payment
- A-10 Decentralization/Plant Closedown
- A-11 Vacation Pay/Workers' Compensation
- A-12 Seniority - Section 13.07(f)(iii)
- A-13 H.I.T.C. Trainees
- A-14 Students - Benefit and Pension Plans
- A-15 PCCD Trainees
- A-16 Maintenance of Pay Equity
- A-17 Management - Labour Committee
- A-18 Paid Education Contribution Fund
- A-19 job Evaluation and job Classification Manual
- A-20 Application of Section 13.11

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1 H4

Dear Sir:

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____ although not forming a part thereof, relating to Section 13.05 of the Agreement.

Subject to the Company's operating requirements each supervisor will endeavour to apply the provisions of Section 13.05 as uniformly as possible amongst the employees of his/her department being laid off thereunder. Subject to the same consideration as set out above, if there is work available in the Sanford Avenue Plant, during vacation shutdown with respect to employees affected by sub-section (a) of 13.05, such employees will be offered temporary assignments to jobs which they are qualified to perform at the appropriate job rate.

Yours truly,

C.F. Sparks
Manager, Employee Benefits
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

This will confirm that for the duration of the Collective Agreement dated _____, where an employee is given notice of recall from layoff, the Company will not unreasonably insist on employees accepting employment where the Company anticipates that employment following recall will be of four (4) weeks or less, where the Company has evidence that the employee is actively employed elsewhere.

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations
Westinghouse Canada Inc.
P.O. Box 2510
30 Milton Avenue
Hamilton, Ontario
L8N 3K2

Dear Sir:

Section 13.13 (a)(i) of the Collective Agreement provides that certain information with regard to a grievance shall be supplied by the Union to the Company not later than three (3) weeks before the date such grievance is to be heard by a Board of Arbitration.

It is recognized by the Parties to the Agreement that in some circumstances the Union may not have three (3) clear weeks' notice of such hearing by a Board of Arbitration.

It is therefore agreed by the parties that, in such circumstances, the Union shall supply such information with regard to the grievance as referred to above within three (3) working days of the date it has notice of the hearing of the Board of Arbitration.

Yours truly,

For Local 504

For C.A.W. National Office

The foregoing is hereby confirmed on behalf of Westinghouse Canada Inc.:

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

Re: Determination of Zones for Committeepersons

For the purpose of determining the area of representation of Committeepersons as referred to in Clause 17.01 (b) of the Collective Agreement dated _____ it is agreed that the Zones for Committeepersons shall be as follows:

Zone 1 -Sanford Avenue Plant departments located west of the railway tracks which traverse the western end of E, K, L and M Buildings.

Zone 2 -Sanford Avenue Plant departments located east of the railway tracks which traverse the western end of E, K, L and M Buildings.

It is understood that the representation as set forth in this letter shall apply during the term of the Agreement dated - | although not forming a part thereof, and any changes thereto shall only be made as mutually agreed in writing.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

This will confirm that for the duration of the Collective Agreement dated _____, although not forming a part thereof, the Company will continue its policy with respect to requiring that all employees take vacations of up to four (4) weeks when scheduled within the calendar year. It follows, therefore, that employees will not be permitted to receive vacation pay without taking off from work the corresponding amount of vacation time to which they are entitled.

Yours truly,

C.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

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

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

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

The Company will assess the qualifications of individuals proposed by the Union and determine whether, with training, they can qualify for the job openings in time to meet the Company's operating requirements. A new employee will be hired by the

.../2

Company if no candidate proposed by the Union, or no others on the recall list considered by the Company, are found to be qualified or eligible for training.

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

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

This will confirm that for the duration of the Collective Agreement dated _____, although not forming a part thereof, the Company agrees to provide, covering the payroll periods immediately following the first pay ending following the signing of the Collective Agreement, and the first pay period ending following April 23, 1997, the first pay period ending following April 23, 1998 and the first pay period ending following January 15, 1999, a listing of all job classifications, the Job Rate, the number of persons at each individual rate within each classification, and set out said information for each Labour Grade in ascending order of grades.

This report will have the following format:

<u>Classification</u>	<u>Labour</u>	<u>Job</u>	<u>Number of</u>	<u>Individual</u>
<u>Code Title</u>	<u>Grade</u>	<u>Rate</u>	<u>Employees</u>	<u>Hourly Rate</u>

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

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

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

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

This will confirm that for the duration of the Collective Agreement dated _____, although not forming a part thereof, the Company is prepared to make arrangements whereby the lost time of Stewards and the Grievance Panel members, pursuant to Article 17, and leaves of absence pursuant to Section 15.02 shall be paid by the Company on the condition that the Union will reimburse the Company for payment in excess of that to be made by the Company under Section 17.06 not later than the tenth day of each month as heretofore. Therefore, for the purpose of these arrangements, Sections 15.02 and 17.03 will need to be administered in such a way so that a time card, as provided by the Company, shall provide a record of the reason including a reasonable explanation for the requested absence.

In addition to the reimbursement as set out above, the Union will pay the Company a sum of money equal to twenty-five percent (25%) of the hours of lost time multiplied by the employee's gross hourly wage rate.

The twenty-five percent (25%) payment will in part offset Company participation and contributions plus Company administrative cost for the following items:

- (a) Dental Plan
- (b) Supplementary Medical Plan

.. /2

- (c) Group Life Insurance
- (d) Accidental Death & Dismemberment
- (e) Canada Pension Plan
- (f) Workers' Compensation
- (g) Unemployment Insurance

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada K.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada K.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

This will confirm that for the duration of the Collective Agreement dated _____ although not forming a part thereof, that should a "Product Relocation" or a "Plant Closedown" as defined in the Pension Plan between the parties effective April 23, 1996, occur at the Sanford Avenue Plant, terminated employees, subject to the eligibility requirements outlined below and on application within 30 days of the layoff, will be entitled to a lump sum payment in an amount as follows, if the employee severs his/her employment with the Company:

- a) 20 or more years of pensionable service - 1 1/2 weeks' pay for each full year of pensionable service
- b) Less than 20 years of pensionable service - 1 week's pay for each full year of pensionable service.

Notwithstanding the above, amounts payable will be reduced by the amount of severance pay and comparable benefits provided by legislation.

Eligibility Requirements

- a) The employee must have been terminated as a direct result of the "Product Relocation" or "Plant Closedown" and must have accumulated at least to years of pensionable service, and
- b) is not eligible to retire under the Westinghouse Pension Plan, including the Special Early Retirement provisions, and

.. /

- c) has not refused a job offer with the Company in the Hamilton-Burlington area, the wage rate for which is 90% or more of the employee's wage rate at the time of layoff, and
- d) has not been able to successfully obtain a job utilizing the seniority provisions of the Collective Agreement.

Yours truly,

C.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated _____, although not forming a part thereof.

An employee with earned vacation with pay to his/her credit which is not taken at the time the employee becomes eligible for and in receipt of Workers' Compensation benefits will receive make-up payment as set out below, if his/her Workers' Compensation benefits continue to be paid until the end of the calendar year concerned.

Such payment shall be the amount of the difference of the vacation pay to which he/she is entitled for each week of vacation remaining to his/her credit, but not taken at the year end, less the amount of Workers' Compensation received for each such week.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

Re: Seniority

This will confirm the understanding of the parties for the duration of the Collective Agreement dated _____ that under some circumstances recalls under Section 13.07(f) (iii) may be delayed pending an employee(s)' completion of a worked notice period as referred to under the terms of the Collective Agreement, the Employment Standards Act or similar legislation.

Under such circumstances such continued employment of a junior employee shall not be construed to be a violation of the Collective Agreement and, consequently, will not be subject to the grievance and arbitration procedures.

Yours truly,

C.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

Re: HITC Trainees

This letter will confirm the understanding of the parties reached during negotiations for the renewal of the Collective Agreement dated _____ regarding employees designated as HITC trainees.

The terms and conditions of employment as referred to in Article 11 of the Collective Agreement dated _____ and as referred to herein are in reference to students enrolled in the Hamilton Industrial Training Centre (HITC) skills training program in its current format (copy attached), and shall not be utilized by the Company for other purposes without prior consultation and agreement with the Union. The understanding of the parties regarding HITC trainees is as follows:

- 1) It is understood that the maximum number of trainees the Company will employ at any one time will not exceed five (5) percent of the number of regular employees in the Company. This number may be exceeded only with the prior agreement of the Union.
- 2) Such trainees shall not acquire seniority during the first three (3) work terms.
- 3) The hourly rates of pay for these trainees shall be as follows:

Work Term 1	- 75% of Labour Grade 1
Work Term 2	- 80% of Labour Grade 1
Work Term 3	- 85% of Labour Grade 1
Work Term 4	- 90% of Labour Grade 1
Work Term 5	- 95% of Labour Grade 1
Work Term 6	- 100% of Labour Grade 1

.../2

At Completion - job Rate of Labour Grade b
of HITC Program

3 Worked Months - job Rate of Labour Grade 8
After Completion
of HITC Program

6 Worked Months - Start Rate of classification
After Completion to which the Trainee has
of HITC Program been assigned or 3 Month
Step Rate if Start Rate is
less than the Job Rate of
Labour Grade 8

- 4) The Benefit and Pension Plans shall not have application in respect of trainees, excluding regular employees who may become enrolled in the program, except that such employees shall be eligible for benefits under the Supplementary Medical Plan and Company Paid Life Insurance in the amount of \$5,000.00. Such coverages shall terminate when the trainee ceases to be employed by the Company or upon completion of the program. A trainee who transfers to regular status on completion of the program will have pensionable service calculated as provided under the Pension Plan commencing from the last date of hire with the Company.
- 5) Upon satisfactory completion of the trainee program and subject to the availability of a suitable open job for which the trainee meets the requirements, the Company will offer the trainee regular employment. On placement the trainee will be paid at the start rate of the job classification to which he/she is assigned and thereafter will be paid in accordance with Article 9 -Wages. If as a result of a work shortage there is not an open job available at Labour Grade 8 or higher for which the trainee is qualified, the trainee shall be eligible for the job of a junior employee and shall exercise his/her seniority as provided for in Section 13.07(g) of the Collective Agreement. For purposes of placement, as a result of exercising seniority as above, the trainee shall be deemed to be currently employed on a Labour Grade 8 job.

- 6) A regular employee who has acquired seniority and who has applied and has been accepted into the HITC program may apply, in writing, for a leave of absence without pay to attend the classroom portion of the program and such leave will not unreasonably be withheld by the Company. In such cases the employee will receive first consideration, prior to other applicants, for employment by the Company during the work term(s) subject to the employee possessing the necessary skill, ability and aptitude. If such regular employee is employed by the Company during the work term(s), he/she shall be paid on the basis of the same relative position in the rate structure of the job occupied immediately prior to commencing the leave of absence. In the event that the employee is employed by other employer(s) during the work term(s) his/her leave of absence shall continue in full force and effect. When the referred to employee completes the training program he/she shall be considered for placement by the Company to an appropriate classification, if available.

Failing such placement, or in the event the employee for any reason ceases to be enrolled in the program, he/she shall be eligible for placement in accordance with the seniority article of the Collective Agreement commencing from the job held by the employee immediately prior to being granted the leave of absence.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace;
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

Re: Students

This will confirm the understanding between the parties for the duration of the Collective Agreement dated _____ although not forming a part thereof concerning students employed during the school vacation period.

It is agreed that the Benefit and Pension Plans shall not have application in respect of such employees.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

Re: PGCD Trainees

This letter will confirm the understanding of the parties reached during negotiations for the renewal of the Collective Agreement dated _____ regarding employees designated as PGCD Trainees.

This letter applies to:

- a) Trainees hired from outside the Company or selected from within the Company who have previous experience or formal training in their trade but are less than fully qualified in their trade.
- b) Trainees hired from outside the Company or selected from within the Company who have no experience or formal training in their desired trade but who have demonstrated the appropriate aptitude and suitability in the opinion of the Company.

The provisions of this letter and the provisions of Article 11 of the Collective Agreement dated _____ shall apply to such trainees.

This letter shall not be utilized by the Company for other purposes without prior consultation and agreement with the Union. The understanding of the parties regarding PGCD Trainees is as follows:

- 1) Such trainees will not acquire seniority until they have completed 90 worked days of employment.

.../2

- 2) The hourly rates of pay for trainees shall be as follows:
 - i) Hired at 75% of Labour Grade 1
 - ii) After 6 worked months - 80% of Labour Grade 1
 - iii) After 12 worked months - 85% of Labour Grade 1
 - iv) After 18 worked months - 90% of Labour Grade 1
 - v) After 24 worked months 95% of Labour Grade 1
 - vi) After 30 worked months - 100% of Labour Grade 1
 - vii) After 36 worked months - Job Rate Labour Grade 6.
 - viii) After 39 worked months - Job Rate Labour Grade 8
 - ix) After 42 worked months - Start Rate of Classification to which the Trainee has been assigned or 3 Month Step Rate if Start Rate is less than the Job Rate of Labour Grade 8.

- 3) Upon satisfactory completion of the trainee program and subject to the availability of a suitable open job for which the trainee meets the requirements, the Company will offer the trainee regular employment. On placement the trainee will be paid at the start rate of the job classification to which he/she is assigned and thereafter will be paid in accordance with Article 9 -Wages. If as a result of a work shortage there is not an open job available at Labour Grade 8 or higher for which the trainee is qualified, the trainee shall be eligible for the job of a junior employee and shall exercise his/her seniority as provided for in Section 13.07(g) of the Collective Agreement. For purposes of placement, as a result of exercising seniority as above, the trainee shall be deemed to be currently employed on a Labour Grade 8 job.

- 4) The Company will select and assign trainees to the appropriate level within the wage scale according to the employee's prior skill level, ability, education and formal training.
- 5) A regular employee may apply for such training program opportunities. If such regular employee is selected for the program, he/she shall be paid on the basis of the same relative position in the rate structure of the job occupied immediately prior to commencing the training program. This shall not apply if the employee has less than 5 years seniority.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada), Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

Re: Maintenance of Pay Equity

This letter will confirm that for the duration of the Collective Agreement dated _____, the parties agree to the following method of maintaining Pay Equity as required by 5.7 of the Pay Equity Act:

1. Should any new occupation be created that is a female job class as per the definitions provided in the Pay Equity Act a committee of two (2) Company representatives and two (2) Union representatives will evaluate the position using the previously agreed to Pay Equity Evaluation System.
2. Pay adjustments, if any, will be limited to the date the new occupation was issued.
3. In the event that the parties are unable to reach agreement on an evaluation, per paragraph 1 above, a grievance may be filed under Appendix "A-2".
4. In such a grievance the Authority of the Board of Arbitration shall be limited to determining the degree point of the factor(s) in dispute.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L 8 K 1 H 4

Dear Sir:

This will serve to confirm the understanding reached by the parties during negotiations for the duration of the Collective Agreement dated _____, regarding a Management-Labour Committee.

1. The Committee shall be composed of equal representations from both parties.
2. The Management portion of the Committee shall be composed of three (3) representatives.
3. The Labour portion of the committee shall be composed of three (3) representatives, at least two (2) of whom shall be employees of the Company,
4. Meeting shall occur once every six (6) months following the execution of this letter or more frequently as may be agreed upon.
5. The purpose of the meeting will be to provide either party with the opportunity to consult with the other on matters relating to the workplace which will affect the parties or any employee(s) bound by this Collective Agreement.
6. The meetings referred to in paragraph 5 above shall be held at a mutually agreed upon time and place.

.../2

7. Each party shall supply to the other, at least fifteen (15) working days prior to the meeting, a full agenda of items it wishes to discuss at the consultation meeting.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

Re: Paid Education Contribution Fund

This will confirm that for the duration of the Collective Agreement dated _____, although not forming a part thereof, the Company will contribute on behalf of the employees, to a Paid Education Fund.

This contribution will be based on 2¢ per hour worked not including overtime hours and remitted to the C.A.W.

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

Yours truly,

G. F. Sparks
Manager, Employee Benefits
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

This will confirm the understanding between the parties reached during negotiations *for* the Collective Agreement dated _____, that the Company will review and prepare an updated Job Evaluation and Job Classification Manual to form part of the Collective Agreement commencing April 23, 1997.

Such manual to include:

Section 1

- Westinghouse Canada Inc. Job Evaluation Plan
- Outline of the Job Evaluation Programme

Section 2

- Schedule of Job Classifications by Department
- Job Identifications (Including Generic Consolidation Identifications)

Section 3 - Techniques

- Consolidations
- Classifications Without Factor Ratings
- Job Families
- Provisional Job Classifications

In this connection, the Company will hold quarterly progress meetings with the Union Job Evaluation Panel, the last of these being for the purpose of presenting the Job Evaluation and Job Classification Manual.

Nothing in this letter shall preclude the Union from lodging a grievance as set out under Appendix "A-2" of the Collective Agreement dated _____, for any classification for which the Labour Grade is revised.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

This letter will confirm the understanding of the parties reached for the duration of the Collective Agreement dated although not forming a part thereof concerning the application of Section 13.11 of the Collective Agreement.

In applying this Section, the referred to employee may be transferred to a job within the bargaining unit provided such an open job exists as verified by the records of the Company.

It follows therefore, that non-bargaining employees through the application of this Section will not "bump" a member of the bargaining unit.

Yours truly,

G.F. Sparks
Manager, Employee Benefits
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

I N D E X

SECTION B - Letters From The Company To The Union

- B-1 Union Representation - Article 17.02
- B-2 Change of Address Cards
- B-3 C.O.L.A./Saturday and Sunday
- B-4 Salaried Employees Performing Work
Normally Performed by Bargaining Unit
Employees
- B-5 Notice of Layoff and Notice of Recall Forms
- B-6 L.T.D. Benefit Plan
- B-7 Union Dues Deduction
- B-8 Temporary Work Assignments
- B-9 Pension Plan - 6.06 (b) and (d)
- B-10 Advisement of Practice

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada), Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

Re: Union Representation

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

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

In either of such situation, where it appears to either the Union or the Company that the normal application of Article 17.02 is resulting in inadequate or excessive steward representation, a meeting may be requested by the Company or the Union to discuss and rectify the situation.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

Re: Chance of Address Cards

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
L o c a l 5 0 4
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

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

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

Please find attached copies of the Notice of Layoff and Notice of Recall forms which will, in future, be used by the Company.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

attachments

NOTICE OF LAYOFF

NAME:

BADGE NO.:

DEPARTMENT:

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

You may, if you wish, request an interview with a member of the Human Resources Department, provided the request is made of your foreman no later than two (2) working days following receipt of this notice. Such interview will then take place no later than two (2) working days following receipt of the request. You may have your Committeeperson present at this interview if you choose to do so.

At the end of your notice period you will please turn in your Employee Identification Card to your Supervisor, who will give you instructions affecting such matters as your record of employment, vacation pay, etc. Your record of employment, vacation pay, etc. will be mailed to your latest address on record.

Employee's Signature --

Foreman or Supervisor

I wish to have the Company retain my vacation pay to which I am now entitled, for payment to me on July 31st of this year.

Employee's Signature

Date

Note: Employee retains original

NOTICE OF RECALL

BY REGISTERED MAIL

We are pleased to advise you that you are to report immediately to the Human Resources Department, 35 Myler Street, regarding your recall to employment.

It is in your own interest to get in touch with us immediately and in any event, you may not exceed three (3) working days in advising the Company of your intentions to return to work.

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

Yours truly,

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

Re: Long Term Disability Benefit Plan

For the duration of the Agreement on Long Term Disability Benefit Plan effective April 23, 1996, although not forming part thereof, it is the Company's practice that no disability benefits under this Plan will be paid for disabilities resulting from an employee engaging in a criminal act or while the employee is confined to a penal institution.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario L8K 1H4

Dear Sir:

This will confirm that for the duration of the Collective Agreement dated _____, although not forming part thereof, the Company will indicate on each employee "Statement of Remuneration Paid" (T-4) the amount deducted from pay equivalent to Union dues.

In addition, every two (2) weeks, the Company will provide the Union with a list of the employees from whose pay has been deducted an amount equivalent to Union dues for the pay period concerned, the amount of such deduction and the accumulated amount deducted to date during the year. Also, every two (2) weeks the Company will provide the Union with a list of employees from whom no deductions have been made for the pay period.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

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

When a temporary assignment is made for the purpose of utilizing the employee's skill to meet production requirements or emergency situations, the employee is paid the higher of his/her regular hourly rate, or at the rate he/she would qualify for if transferred under Section 9.05 (a)(iii) of the Collective Agreement, whichever is applicable. Such rate applies for the duration of the assignment to a maximum of three (3) weeks, except that no such payment is made for an assignment of less than four (4) hours' duration.

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

.../2

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

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

This will confirm that for the duration of the Agreement on Pension Coverage effective April 23, 1996, although not forming a part thereof, it is intended, in Section 6.06(b) of the above Agreement that "any form of payment" shall mean payment from the Company.

In application of Section 6.06(d) of the referred to Agreement "alternate employment" shall mean employment in the Hamilton Burlington area.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

Mr. A. Paterson, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario
L8K 1H4

Dear Sir:

Letter of Advise ment

This is to confirm the practice of London Life regarding medical information. At the present time when London Life requests specialized medical information directly from the employee's doctor/physician, London Life agrees to pay up to \$50.00 towards the cost of completing the medical information form directly to the doctor/physician.

Yours truly,

G.F. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations

The foregoing is hereby confirmed on behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada), and its Local 504:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)

For its Local 504

I N D E X

SECTION C - Letters From The Union To the Company

C-1 Factor Ratings -Appendix "A-2", Section'2

Mr. GF. Sparks
Manager, Employee Benefits,
Compensation & Labour Relations
Westinghouse Canada Inc.
P.O. Box 2510
30 Milton Avenue
Hamilton, Ontario
L8N 3K2

Dear Sir:

With reference to grievances filed under Appendix "A-2", Section 2 of the Collective Agreement and processed to arbitration by the Union, the Union undertakes the following:

1. A Union committee comprised of a fulltime official of the Union, the Unit Chairperson and the Union Committeeperson may request to view the disputed job and up to three (3) jobs considered by the Union to be related to the disputed job within three (3) working days after the grievance is processed to arbitration and be completed within fourteen (14) days from the time the request is made.
2. At least sixty (60) calendar days prior to the date set for the arbitration hearing, where the disputed job and up to three (3) related jobs have not been viewed by the Union Committee, the Union will notify the Company of the factor or factors alleged to be improperly rated and the degree level claimed for such factor or factors.

.../2

3. If the date set for the arbitration hearing is within sixty (60) calendar days, thereby preventing the Union from notifying the Company as referred to in 2. above of the factor or factors alleged to be improperly rated and the degree level claimed for such factor or factors, the Union will notify the Company within three (3) working days of such date being set.

Yours truly,

For Local 504,

For C.A.W. National Office

The foregoing is hereby confirmed on behalf of Westinghouse
Canada Inc.:

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