

SIEMENS

AGREEMENT

Between

SIEMENS FOSSIL POWER GENERATION
a division of Siemens Canada Limited

and

NATIONALAUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. CANADA)
AND ITS LOCAL 504 - HOURLY

TO: APRIL 22, 2011

HAMILTON, ONTARIO

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INDEX

Article	Page No.
	General Purpose..... 1
1	Recognition and Scope1
2	Relationship2
3	Management Rights3
4	Reporting for Work5
5	Safety and Health.....7
6	Hours of Work and Overtime7
7	Specified Holidays11
8	Vacations with Pay14
9	Wages.....17
10	Shift Bonus20
11	Trainees20
12	Cost of Living21
13	Seniority26
14	Probationary Employees39
15	Leave of Absence39
16	Discharge and Suspension Grievances44
17	Union Representatives.....45
18	Grievances48
19	Arbitration55
20	National Security.....57
21	Service Jobs Outside the Hamilton Area58

Article	Page No.
22 Union Dues.....	58
23 Representatives.....	60
24 Information to the Union.....	60
25 Notices	61
26 Jury Duty	62
27 Bereavement Pay.....	62
28 Employee Displacements..... Through Technological Change	64
29 Duration and Termination.....	66
 Appendix	
A-1 - Rates	69
A-2 -Job Evaluation Programme.....	72
B - Safety and Health.....	75
C-1 - Initiation Fee.....	86
D - Skilled Trades.....	87
E - Apprentices	91
F -Job Transfer Request System.....	96
Letters of Understanding.....	98

AGREEMENT effective as of May 3, 2008.

BETWEEN:

**SIEMENS FOSSIL POWER GENERATION
a division of Siemens Canada Limited
and herein acting with respect to the
Hamilton 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 Siemens Fossil Power Generation, a division of Siemens Canada Limited, 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 in the City of Hamilton; save and except the office, technical and personnel staff, watchmen, timekeepers, time study personnel, clerical employees and supervisors. It is provided in this connection that no job which is presently hourly rated shall be during the term of the 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

- 1.03 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 Siemens Fossil Power Generation, a division of Siemens Canada Limited, 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 shall not intimidate or coerce any employee or employees into membership in the Union.
- c) The Company and the Union agree that there shall be no discrimination by the Company or the Union on the grounds of race,

- 2.01 c) ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap as provided in the Ontario Human Rights Code.
- 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 or engage in any Union activity on Company time, during his/her working hours, *or* the working hours of any employee, except as provided for in this Agreement.

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

Article 3

MANAGEMENT RIGHTS

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

- 3.01 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 layoffs for lack of business and materials.
 - b) The determination of the number and location of plants, the product to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and design of its products, and the control of materials and parts to be incorporated in the products produced.
 - c) The making and enforcement of rules and regulations, not inconsistent with this Agreement, relating to discipline, safety, and general conduct of the employees, and to suspend or discharge or otherwise discipline employees for just cause.
- 3.02 Claims of discriminatory upgrading, demotion or transfer, or a claim that an employee has been suspended or discharged without just cause may be made the subject of a grievance and dealt with as provided in this Agreement.
- 3.03 To enable the Company to keep its products abreast of scientific advancements, the Company may from time to time, without reference to seniority hereinafter set forth, hire, teach, transfer or assign duties to technically trained persons and technical students and deal with them as it deems advisable.

- 3.03 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, 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

- 4.01 e) 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 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

- 4.04 is requested by the employee. In such cases, Article 6 will apply.

Article 5

SAFETY AND HEALTH

- 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 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,

- 6.02 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

- 6.04 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 (1-1/2) 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 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 a) As far as possible, the opportunity to work overtime will be equally distributed amongst the qualified employees in the overtime group who are regularly employed on the work in question. Normally, such distribution would not result in a range of overtime opportunities greater than sixty (60) hours paid. The acceptance of overtime assignments is voluntary, however, should customer demands necessitate scheduled overtime,

- 6.06 a) 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.
- b) Any misapplication of Section 6.06 a) within the group shall be discussed between the parties and after such discussion shall be rectified within forty-five (45) days, by affording the appropriate employee, the opportunity to work an equivalent amount of overtime at the same premium rate. Such assignments will not serve as a basis for a claim by another employee that a distribution error has been made.
- c) Distribution of overtime shall be recorded on the basis of overtime hours paid and opportunities for hours paid. Opportunities to work overtime on the same day or (extended shift), that are refused by an employee shall not be recorded.
- d) Employees new to the group and employees who return from an absence in excess of four **(4)** weeks (excluding vacation) will be considered to have worked the average number of overtime hours recorded for such group. The Company shall keep a record of overtime hours in each department and update on a weekly basis. Such records will be made available to the Departmental Steward. Overtime records will be kept on a yearly basis, from October 1st to September 30th, and new records prepared for application on October 1st.

- 6.06 e) In the event that employees are required for overtime assignment in addition to those in Section 6.06 a), the Company will be free to distribute such overtime opportunities amongst other qualified employees outside the department who are qualified to perform the work. Such overtime hours will be recorded on the employee's overtime record.
- 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 Committeeperson 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	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	December 26 th
Civic Holiday	

In 2008	In 2009	In 2010
June 30	July 3	July 2
August 29	September 4	September 3

7.01 Two (2) additional floater holidays per employee per calendar year shall be observed on dates mutually agreed to by the employees and his/her supervisor or, failing such agreement by October 1 of each year, as scheduled by the Company. Commencing in 2009, one (1) additional floater holiday shall be observed for a total of three (3) floater holidays.

In the calendar year 2009, Canada Day shall be observed on July 2.

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 bi-weekly 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 bi-weekly 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 layoff due to work shortage or an absence due to verified illness, in excess of the equivalent of four (4) shifts in the pay period in which the specified holiday is observed.

- 7.03 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 13.08.
- d) If he/she is a new employee, has complied with the provisions of sub-section 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 layoff, 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 workday.
- 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 nineteen (19) years' continuous service if completed by December 31st.
 - iii) Four (4) weeks after ten (10) years' continuous service if completed by December 31st.
 - iv) Three (3) weeks after four (4) years' continuous service if completed by December 31st.
 - v) Two (2) weeks after one (1) year's continuous service if completed by July 31st.
- 8.02 Vacations will be scheduled by the Company and shall be completed within the calendar year. It is not permissible to postpone the vacation period or any part thereof from one year to another. The Company may in respect of a fifth

- 8.02 and sixth week of vacation as set out in Section 8.01 above exercise an option to make payment for such week(s) in accordance with Section 8.04, in lieu of scheduling vacation time. The option set out in the above paragraph shall be exercised only with the concurrence of the affected employee.
- 8.03 In the event the Company schedules vacations on a shutdown basis by department, division or plant(s) at varying times, it is understood that such shutdowns will not exceed three (3) weeks, not less than two (2) of which will take place within the calendar months of July and August and that the third week of shutdowns will take place as scheduled by the Company.
- 8.04 The allowance for each week of vacation will be determined by multiplying the employee's hourly wage rate by the number of hours in the employee's regular weekly schedule. This will not include hours for which overtime premium is paid.
- 8.05 a) An employee with less than twelve (12) months' continuous service will be paid a vacation allowance calculated on the basis of four (4) percent of the employee's earnings during the period from the employee's date of hiring to July 31st.
- 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.

- 8.05 c) An employee who is absent from work during the entire vacation year period (August 1st to July 31st), and in receipt of benefits under the Long Term Disability Benefit Plan will not be considered eligible to receive vacation allowance applicable to that year.
- d) An employee who is absent from work during the entire vacation year period (August 1st to July 31st), as a result of a work related injury and in receipt of Loss of Earnings Benefits from the Workplace Safety Insurance Board will be considered to have been at work for purposes of vacation entitlement. Such employee will defer vacation entitlement until medically cleared to return to work, except when the employee will not return to work within the calendar year in which case he/she will be paid the vacation allowance in accordance with Article 8.01. Pursuant to Article 8.02 it will not be permissible to postpone the vacation period or any part thereof from one year to another. That is, vacation entitlement will not accumulate from year to 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

- 9.01 All job classifications covered by this Agreement shall be paid on the basis of hourly wage rates. The established job classifications, their titles, code numbers, labour grade and hourly wage rates of pay shall be contained in the Company's "Job Evaluation and Job Classification Manual", and which shall form part of this Agreement.
- 9.02 The Company's "Job Evaluation and Job Classification Manual" shall contain an hourly wage rate for each job classification to be known as the job rate. The job rate shall be the rate for the labour grade in which the job classification has been ranked by evaluation.
- 9.03 The labour grades, and respective job rates and step rates in effect during the term of this Agreement shall be as set forth in Appendix "A-1" hereto, except as may be amended by Article 12.
- 9.04 **Wage Progression**
- a) "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) calendar months of time worked for employees in job classifications in Labour Grades 1 to 6, inclusive, as the qualifying term for progression to Job Rates.
 - ii) A maximum period of six (6) calendar months of time worked composed of two (2) three-month periods for employees

9.04 b) ii) in job classifications in Labour Grades 7 to 14, inclusive, as the qualifying term for progression to Job Rates.

c) 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.

d) Recall and Return Wage Rate Determination

An employee who is recalled from layoff or who returns to his/her original department or job classification under the terms of Section 13.15 d) of the Collective Agreement, shall be paid the Job Rate of the classification.

9.05 Transfer Wage Rate Determination

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

a) An employee who is transferred through the provisions of Article 13 of the Collective Agreement shall be paid the Job Rate of the new job classification.

- 9.05 b) An employee who is transferred for any other reason:
- i) to a job classification ranked in the same or a lower labour grade and where 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 where 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.
 - iii) to a job classification ranked in a higher labour grade and where his/her pre-transfer rate is the Job Rate, shall be paid one step rate below the Job Rate unless his/her pre-transfer rate is higher, in which case, he/she will be paid the Job Rate of the new job classification.
 - iv) to a job classification ranked in a higher labour grade and where his/her pre-transfer rate is a step rate, shall be paid at the same step rate in the new job classification.

- 9.05 c) 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.

Article 10

SHIFT BONUS

- 10.01 Employees required to work on any shift starting before 6:00 a.m. or after 12:00 noon will be paid a shift bonus of one dollar and fifteen cents (\$1.15) 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 a lunch period has been assigned, will be paid an allowance of .4 hours at their hourly rate.

Article 11

TRAINEES

- 11.01 Persons hired as trainees will be so designated by the Company at the time of hire or transfer to trainee status. Such designation will be communicated to the Union in accordance with Section 24.01 c).

- 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 (hereinafter referred to as the CPI - base 1992=100) for July 2008, the Company shall compare such Index figures with the Consumer Price Index for April 2008. A cost of living allowance of one (1) cent for each 0.065 points calculated to the nearest full cent, by which the July 2008 Index is higher than the April 2008 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 July 2008 is published.
- 12.02 Following the release by Statistics Canada of the CPI for October 2008, the Company shall compare such Index figures with the CPI for July 2008. A cost of living allowance of one (1) cent for

- 12.02 each 0.065 points by which the October 2008 Index is higher than the July 2008 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 October 2008 is published.
- 12.03 Following the release by Statistics Canada of the CPI for January 2009 the Company shall compare such January 2009 Index figures with the CPI for October 2008. A cost of living allowance of one (1) cent for each 0.065 points by which the January 2009 Index is higher than the October 2008 Index, will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.03 exceeds the cost of living allowance which came into effect pursuant to Section 12.02 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for January 2009 is published.
- 12.04 Following the release by Statistics Canada of the CPI for April 2009 the Company shall compare such April 2009 Index figures with the CPI for January 2009. A cost of living allowance of one (1) cent for each 0.065 points by which the April 2009 Index is higher than the January 2009 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

- 12.04 to all labour grade job rates effective as of the commencement of the first pay period after the Index for April 2009 is published.
- 12.05 Following the release by Statistics Canada of the CPI for July 2009 the Company shall compare such July 2009 Index figures with the CPI for April 2009. A cost of living allowance of one (1) cent for each 0.065 points by which the July 2009 Index is higher than the April 2009 Index, will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.05 exceeds the cost of living allowance which came into effect pursuant to Section 12.04 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for July 2009 is published.
- 12.06 Following the release by Statistics Canada of the CPI for October 2009 the Company shall compare such October 2009 Index figures with the CPI for July 2009 and a cost of living allowance of one (1) cent for each 0.065 points by which the October 2009 Index is higher than the July 2009 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 October 2009 is published.
- 12.07 Following the release by Statistics Canada of the CPI for January 2010 the Company shall compare such January 2010 Index figures

- 12.07 with the CPI for October 2009 and a cost of living allowance of one (1) cent for each 0.065 points by which the January 2010 Index is higher than the October 2009 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 January 2010 is published.
- 12.08 Following the release by Statistics Canada of the CPI for April 2010 the Company shall compare such April 2010 Index figures with the CPI for January 2010 and a cost of living allowance of one (1) cent for each 0.065 points by which the April 2010 Index is higher than the January 2010 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 April 2010 is published.
- 12.09 Following the release by Statistics Canada of the CPI for July 2010 the Company shall compare such July 2010 Index figures with the CPI for April 2010 and a cost of living allowance of one (1) cent for each 0.065 points by which the July 2010 Index is higher than the April 2010 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.09 exceeds the cost of living allowance which

- 12.09 came into effect pursuant to Section 12.08 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for July 2010 is published.
- 12.10 Following the release by Statistics Canada of the CPI for October 2010 the Company shall compare such October 2010 Index figures with the CPI for July 2010 and a cost of living allowance of one (1) cent for each 0.065 points by which the October 2010 Index is higher than the July 2010 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.10 exceeds the cost of living allowance which came into effect pursuant to Section 12.09 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for October 2010 is published.
- 12.11 Following the release by Statistics Canada of the CPI for January 2011 the Company shall compare such January 2011 Index figures with the CPI for October 2010 and a cost of living allowance of one (1) cent for each 0.065 points by which the January 2011 Index is higher than the October 2010 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.11 exceeds the cost of living allowance which came into effect pursuant to Section 12.10 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for January 2011 is published.

- 12.12 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.
- 12.13 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 1992 = 100.

Article 13

SENIORITY

- 13.01 The seniority of each employee covered by this Agreement shall be established after a period of probation of sixty (60) worked days and shall then count from the date of employment with the Company, except in the case of students hired during the school vacation, in which case seniority shall be established after a period of probation of ninety (90) worked days.
- 13.02 a) An employee's seniority date shall be his/her last hiring date, or his/her seniority date on record as of April 22, 2008, whichever is later. On completion of sixty (60) worked days with the Company, an employee shall acquire departmental seniority and upon completion of ten (10) months' service with the Company, an employee shall acquire plant seniority.
- b) An employee shall maintain and accumulate seniority while an employee of the Company within the bargaining unit.

- 13.03 An employee shall lose his/her seniority under the following conditions:
- a) If the employee leaves the employ of the Company.
 - b) If continuously laid off for more than forty-eight (48) months.
 - c) If discharged for just cause and such discharge is not reversed through the grievance procedure provided herein.
 - d) If the employee fails to report for work in accordance with the provisions of Section 13.16.
 - e) If the employee overstays a leave of absence for a period of seven (7) working days without the written permission of the Company.
- 13.04 For purposes of layoff (meaning here and elsewhere in this Article, layoff from employment) or transfers due to lack of work, an employee shall exercise his/her seniority as follows:
- a) An employee with not more than ten (10) months' seniority shall be limited to exercising his/her departmental seniority.
 - b) An employee with more than ten (10) months' seniority will first exercise his/her departmental seniority and then shall exercise plant seniority.
 - i) An employee with a seniority date prior to April 23, 1999, employed in a Skilled Trade classification, shall first exercise his/her seniority within the Skilled Trade in which he/she is employed, first in the department, then plant-wide. An employee with a documented work history within the bargaining unit in another trade

- 13.04 b) i) may exercise his/her seniority within such trade. Finally, an employee may then exercise his/her seniority in the Non-Trade classifications pursuant to Section 13.12 b).
- ii) Employees employed in Product Designer (Inspector) or Experimental Test Technician classifications shall first exercise their seniority within the skilled trade in which they are employed, initially within the department in which they reside and then on a plant-wide basis within the trade. Thereafter, employees with a documented work history within the bargaining unit in another trade may exercise their seniority within such trade.
- iii) An employee with a seniority date of April 23, 1999 or later, employed in a Skilled Trade classification, shall exercise his/her seniority only within the skilled trade in which he/she is employed starting within the department in which he/she is employed.
- iv) An employee with a seniority date prior to April 23, 1999, employed in a Non-Trade classification, shall first exercise his/her seniority within the Non-Trade classifications up to and including Step 4 of 13.12. Thereafter, if he/she meets the criteria outlined in Appendix "D", Section 3, he/she may exercise his/her seniority within the relevant trade starting within the department in which he/she is employed.

- 13.04 b) v) An employee with a seniority date of April 23, 1999 or later, who is employed in a Non-Trade classification shall exercise his/her seniority only within Non-Trade classifications, starting with the department in which he/she is employed.
- vi) The seniority applications outlined in this Section shall not prevent an employee from applying for any job under Appendix "F", Job Transfer Request System.
- 13.05 a) The Company will post seniority lists in each department showing the departmental seniority of each employee in that department every three (3) months.
- b) The Company will post the plant seniority list every six (6) months in appropriate locations.
- 13.06 Upon reasonable request to the supervisor, the departmental steward shall have the opportunity to scrutinize the departmental return list maintained by the Company.
- 13.07 There shall be no layoff of employees within a department or plant until probationary employees of such department or plant have been laid off. This Section is subject to the provisions of Section 13.09.
- 13.08 As applied to individual employee(s), the Company may layoff 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 layoff 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.

13.08 Subject to the Company's operating requirements, each Supervisor will endeavour to apply these provisions as uniformly as possible amongst the employees of his/her department that are being laid off hereunder.

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 an 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. If there is work available in the plant during vacation shutdown with respect to employees affected by this sub-section, such employees will be offered temporary assignments to jobs which they are qualified to perform at the appropriate job rate.
- b) If vacation shutdowns are scheduled at varying times in various departments, in no case shall an individual employee who was employed in an area that was shutdown 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 13.08 a) more than once in a calendar year.

- 13.08 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 shutdown caused by fire, lightning, flood or tempest, causing damage to the plant, or part of it, or its equipment.
- 13.09 Seniority will be the major factor governing layoffs or transfers due to lack of work subject to the retained employees being able to meet the normal requirements of the work.
- 13.10 The Company will give an employee who has completed his/her probationary period, seven (7) calendar days' notice in writing of a layoff, the duration of which is expected to exceed fifteen (15) calendar days. This notice will indicate, whenever reasonably possible, whether the layoff is expected to be of short or indefinite duration.
- This provision will not apply with respect to the following:
- a) Layoffs under 13.08, although the employee will be informed when the layoff takes place thereunder.
- b) Layoffs resulting from lack of work owing to any slowdown, strike, or other work stoppage or interference with work by employees covered by this Agreement.
- c) Layoffs resulting from such matters as fire, lightning, flood, tempest or power failure.
- 13.11 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.

- 13.11 Therefore, the procedure for locating a job for a surplus employee will be to commence from the bottom of the appropriate seniority list and work upwards.
- 13.12 The procedure for locating a job for which an employee may be eligible (placing an employee), will be applied by the Company in relation to the job from which the employee is about to be transferred, provided he/she has the skill and ability to perform the job as verified by Company records, or as furnished by the employee or the Union, in the following manner and sequence:

a) As applied to an employee who has departmental seniority:

- Step 1 Open job in department in the same labour grade
- Step 2 Open job in department in one labour grade higher
- Step 3 Open job in department in one labour grade lower
- Step 4 First job commencing from the bottom of the departmental seniority list held by a less senior employee in same labour grade or in one labour grade higher or lower
- Step 5 Open job in two labour grades lower
- Step 6 First job commencing from the bottom of the departmental seniority list held by a **less** senior employee in two labour grades lower
- Step 7 For each successively lower labour grade, repeat Step 5, then 6 down to and including labour grade 1
- Step 8 Any remaining open job

- 13.12 a) Step 9 Firstjob commencing from the bottom of the departmental seniority list held by a less senior employee.

b) As applied to an employee who has plant seniority:

- Steps 1 to 4 Departmental seniority as outlined above down to and including Step 4
- Step 5 Open job in plant in same labour grade
- Step 6 Open job in plant in one labour grade higher
- Step 7 Open job in plant in one labour grade lower
- Step 8 Firstjob commencing from the bottom of the plant seniority list held by a less senior employee in the same labour grade or one labour grade higher or lower
- Step 9 Open job in plant in two labour grades lower
- Step 10 Firstjob commencing from the bottom of the plant seniority list held by a less senior employee in two labour grades lower
- Step 11 For each successively lower labour grade repeat Step 9, then Step 10 down to and including labour grade 1
- Step 12 Any remaining open job
- Step 13 Firstjob commencing from the bottom of the plant seniority list held by a less senior employee.

An employee shall be eligible for an orientation period of three (3) working days provided the Company has reasonable evidence in its records or the Union or the employee provide evidence

- 13.12 that such employee possesses the skill and ability to enable him/her to meet the normal requirements of the work of such job within such three (3) day period.
- 13.13 In the event of failure to locate a job following the application of Section 13.12, an employee will be given a notice of layoff and shall be eligible for the first job commencing from the bottom of the appropriate seniority list held by an employee with less seniority or an open job on a training basis, where the Company has reasonable evidence in its records, or as furnished by the Union or the employee, that the employee has transferable skills which would enable him/her to meet the normal requirements of the work of the job within a maximum period of fifteen (15) working days (or as 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 fifteen (15) working days (or as may be extended by agreement), or should it become apparent in a lesser time than the fifteen (15) day period, he/she will be eligible for one further transfer on a departmental or plant basis, as the case may be, 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.

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

- 13.14 An employee with seniority who is laid off will be included in the plant recall list and shall have recall rights to a Skilled Trade or Non-Trade classification in accordance with the provisions of 13.04 b).
- 13.15 a) 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 an open job in the same labour grade or one labour grade higher or lower, when the vacancy occurs.
- b) 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 an open job in the same labour grade or one labour grade higher or lower, in the department from which he/she was transferred.
- c) An employee who declines the opportunity of return rights under this Section shall forfeit the right to return thereafter.
- d) The provisions of a) and b) will be limited to a period of two (2) years from the date of the original transfer. An employee who exhausts his/her right of return under 13.15 a) and b), may apply in writing to the Human Resources Department for extensions on a one (1) year basis, and such request(s) will be granted by the Company, provided the employee at the time any return is effected has the skill and

13.15 d) ability to meet the normal requirements of the job within a maximum period of five (5) days of re-familiarization. Applications hereunder shall be made during the two (2) week period immediately prior to the expiration of any annual extension.

e) An employee who is recalled to another job or another department in accordance with the provisions of Section 13.16 may apply in writing to the Human Resources Department to establish a right of return under Section 13.15 a) or b) as the case may be.

13.16 Employees who are laid off shall be recalled in accordance with their recall rights under Section 13.14 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 date such letter is mailed except in the case of verified illness.

13.17 If an employee has been transferred to a job in another department, or has been given notice of layoff, he/she may request an interview for the purposes of discussing such transfer or layoff subject to the following conditions:

a) The employee shall request his/her supervisor to arrange the interview with a Company

- 13.17 a) representative(s). Such request must be made no later than two (2) working days following the date of such transfer or receipt of such notice of layoff. The interview will take place no later than two (2) working days from the date of the request.
- b) The Zone Committeeperson, or if he/she is unavailable, a designate, shall be present at such interview and he/she shall have access to the master seniority list.
- c) Following such interview, if the employee disputes such transfer or layoff, he/she may, with the assistance of his/her Zone Committeeperson, prepare and sign a grievance, which shall be lodged in accordance with the Grievance Procedure, Article 18.
- d) Pending completion of the grievance procedure under Section 18.03, the employee will, if required by the Company, accept assignment upon one (1) working day's notice, to another job which he/she can perform.
- 13.18 Employees transferring out of the bargaining unit may, at the discretion of management, be transferred to an open job within the bargaining unit during the twelve (12) month period following the date of such transfer. Service following the date of such transfer out of the bargaining unit shall not count towards the accumulation of seniority. It follows, therefore, that non-bargaining unit employees through the application of this Section, will not "bump" a member of the bargaining unit.

- 13.19 a) A Departmental Steward who has five (5) or more years' seniority shall have preferential seniority, exercisable within his/her department in respect of a layoff or transfer out of the department resulting from lack of work, and he/she shall be given a job commencing at Step 4 of Section 13.12 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 a plant basis.
- b) A Union representative who has exercised his/her preferential seniority under Section 13.19 a) above and subsequently loses such office, will be subject to the return and/or recall rights of any senior employee who has been impacted by the application of this provision.
- 13.20 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 essential duties 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 perform the essential duties of the job.
- If no such open job is available within ten (10) working days after the above medical clearance, the Company shall place the employee in accordance with the provisions of Section 13.12.
- In the event of the failure to locate a job following the application of the foregoing, then the terms and conditions of Section 13.13 shall

- 13.20 apply, it being understood that notification of layoff 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 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 this Agreement or until the completion of his/her mission, whichever first occurs. Upon completion of his/her mission or upon the expiration of this Agreement, whichever first occurs, such member will be given re-employment

- 15.01 on the basis of his/her continuity of seniority in his/her former position or in a similar position at the rate prevailing at the time of such re-employment.

An employee who is granted such leave of absence under this Section, and who returns to work on completion of his/her mission, will be ineligible for another such leave within a period of three (3) months. Continuity of seniority will only be granted to such member upon the resumption of employment.

- 15.02 Upon written request by the Union and if reasonable notice is given, the Company will grant leave of absence to employee(s) without pay for Union business. During leave of absence under this Section the employee will maintain and accumulate seniority.

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

15.03 b) Parental/Adoption Leave

Subject to the following conditions, the Company will grant leave of absence without pay to an employee for the purposes of parental/ adoption 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/adoption leave of an employee, who has taken pregnancy leave, must begin when the pregnancy leave ends and in any event shall not exceed thirty-five (35) weeks duration.
- iii) The parental/adoption leave of an employee who is not entitled to take pregnancy leave must commence not later than fifty-two (52) weeks after the birth or following the initial time the child comes into the custody, care and control of the employee.
- iv) Parental/adoption leave referred to in Article 15.03 b) iii) above shall not exceed thirty-seven (37) weeks duration.
- v) An employee who wishes to take parental/ adoption leave shall advise the Company in writing at least two (2) weeks prior to the commencement of such parental/ adoption leave.
- vi) In the event an employee decides to change the period of the requested parental/adoption leave in order to return to work earlier than originally requested,

15.03 b) vi) 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 adoption leave.

ii) Upon the conclusion of the pregnancy leave and/or parental adoption 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 accordance with the provisions of Article 13, Seniority.

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

Article 16

DISCHARGE AND SUSPENSION GRIEVANCES

- 16.01 A claim by an employee that he/she has been suspended or discharged without just cause from his/her employment may be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged by the Union with the Manager, Employee Relations – Represented Employees, 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.

The employee will have his/her Committee person present during the disciplinary meeting, which shall take place at a time and place designated by the Company.

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

- 16.02 Such suspension or discharge grievance may be settled:
- a) By confirming the management's action in suspending or dismissing the employee, or;
 - b) by reinstating the employee with full

- 16.02 compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the parties or a sole arbitrator.
- 16.03 Any Notice of Discipline will be removed from the record of an employee twenty-four (24) months following the receipt of such Notice of Discipline, provided the employee's record has been discipline free for such twenty-four (24) months.

Article 17

UNION REPRESENTATIVES

- 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 supervisor or each department, whichever is the greater in number, to assist employees in the presentation of their grievances.

- 17.03 The Union acknowledges that Stewards, as well as other members of the Union Committees and the Union officers, will continue to perform their regular duties on behalf of the Company, and that:
- a) Such persons will not leave their regular duties without obtaining permission from their supervisor or their supervisor's manager 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 supervisor or his/her manager 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 supervisor 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, or designate, 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 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

- 17.06 his/her normal hours of work as set out in Article 6, as follows:
- a) 50% of time lost to a maximum of 1½ hours' pay in any one (1) week to Departmental Stewards.
 - b) 50% of time lost to a maximum of 7½ hours' pay in any one (1) week to the Committeepersons.
 - c) 50% of time lost to a maximum of 2½ hours' pay in any one (1) week to the Grievance Panel.
 - d) 100% of time lost by the Unit Chairperson inclusive of meetings with the Company to a maximum of twenty (20) hours pay in any one (1) week. Such payment will be made at the job rate of labour grade 14.
 - e) The Company will supply to the Union a list showing the number of hours paid to each of the Stewards or Committee members named above.
- 17.07 A copy of a written notice of discipline will be given to the employee, the employee's Departmental Steward and the Zone Committeeperson 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 It is the mutual desire of both parties that employee complaints be dealt with as promptly and equitably as possible. Nothing herein shall prevent an individual employee from discussing a complaint with his/her supervisor.

18.02 **First Stage:**

The employee may request permission of his/her supervisor to discuss and/or prepare a grievance with his/her Departmental Steward as provided in Section 18.08. A written grievance, signed by the employee or a representative number of the employees concerned, shall be submitted by the Steward and the employee to the supervisor concerned. The supervisor will sign the grievance and indicate the time and date received. The supervisor shall give his/her answer in writing to the Departmental Steward within three (3) working days of the date on which he/she receives the grievance. The supervisor will, on the same day, give a copy of his/her answer to the employee(s) and the Zone Committeeperson.

Within five (5) working days from date of the supervisor's answer under Section 18.02, a meeting if requested by the Zone Committeeperson or such manager may be held between the Zone Committeeperson and such manager to discuss the grievance in an effort to reach a satisfactory resolution.

18.03 Second Stage:

If a settlement is not reached under the first stage above, the grievance shall be submitted to the supervisor's manager by the Zone Committeeperson within thirty (30) days from the date of the supervisor's answer under Section 18.02. The manager shall sign and date the grievance. The grievance will be referred by such manager to the Manager, Employee Relations- Represented Employees of the Company, or his/her appointee.

18.04 The Manager, Employee Relations- Represented Employees or his/her appointee will schedule the grievance for the next regularly scheduled second stage meeting under Section 18.05 within two (2) weeks of the date upon which the grievance was received by the Manager, Employee Relations- Represented Employees, or his/her appointee. The Manager, Employee Relations- Represented Employees or his/her appointee shall give an answer in writing to the Unit Chairperson within ten (10) working days of such meeting. A copy of the reply shall be provided to the grievor(s) and the Committeeperson.

18.05 Second stage meetings shall be scheduled every second Friday at 10:00 a.m.; however, these meetings shall not be held unless there are outstanding grievances to be heard. The Union shall be advised of the date(s) and location of such meetings by no later than January 31st of each calendar year.

- 18.06 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, the Zone Committeeperson, the Local President, and a maximum of three (3) members of the Union Grievance Panel who shall be employees of the Company and any employee possessed of factual knowledge touching on the matter in question. The Company shall also have the right to have present any officers, officials or agents of the Company.
- 18.07 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.
- 18.08 The designation of the time and place involved in the discussions and meetings and/or for the preparation of written grievances as provided in Section 18.02 of this Article shall be subject to the direction of the supervisor or manager and shall be held during working hours on the day of the request or as soon as practical thereafter.

18.09 The Company shall not be liable for retroactive payments prior to six (6) months from the date of filing of a grievance hereunder. It is understood that a grievance should be filed within twelve (12) months of the date of the occurrence which gave rise to it. In the event, however, a grievance is filed more than twelve (12) months after the date of the occurrence which gave rise to it, the Company's liability for retroactive payment shall be reduced by the number of days that the period from the date of such occurrence, to the date of the filing of the grievance, is greater than twelve (12) months.

18.10 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.

18.11 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 Local President and/or Unit Chairperson, or in his/her absence, the Zone Committeeperson, with the Manager, Employee Relations – Represented Employees of the Company, or his/her appointee at the Second Stage of the Grievance Procedure.

18.12 Transfer, **Layoff & Recall** Grievances

An employee claiming that he/she has been laid off or transferred contrary to the provisions of Article 13, Seniority, or that he/she has not been recalled in the conformity therewith, may lodge a grievance at the Second Stage of the Grievance Procedure. The Company will investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedure, the employee will be compensated at the appropriate rate of pay for the job he/she would otherwise have occupied, subject to fulfillment of the following conditions:

- a) In the case of a grievance covering a layoff or recall:
 - i) The employee shall designate in such grievance at the time it is lodged, the names of up to six (6) job incumbents whose jobs he/she claims he/she should occupy.
 - ii) 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

18.12 a) ii) to the name of one (1) such job incumbent whose job shall be the subject matter of the claim at the arbitration hearing.

Should the Union not have three (3) clear weeks' notice of such arbitration hearing, the Union shall supply such information within three (3) working days of the date it has notice of the arbitration hearing.

iii) It is understood; however, that if any incumbent named under ii) has been transferred or laid off prior to the date set for the arbitration hearing, 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 in i) above.

iv) Any compensation will be less any monies earned or any Employment Insurance, Workplace Safety Insurance or other compensation received by the employee (but exclusive of any other monies, which the employee would normally have continued to receive).

v) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.

b) The conditions set forth under sub-Sections i), ii) and iii) above shall apply to a grievance concerning a transfer.

- 18.12 c) The grievance shall be lodged:
- i) In the case of a layoff grievance, within a period of ten (10) calendar days where notice is given under Section 13.10 and within the same period immediately following the commencement of the layoff where such notice is not given.
 - ii) In the case of a transfer grievance, such grievance shall be lodged within the period of ten (10) calendar days following the date of the disputed transfer.
 - iii) In the case of a grievance arising under Sections 13.15 a) or b), such grievance shall be lodged within a period of seven (7) calendar days following the date the other employee commenced work on the job the grievor claims.
 - iv) In the case of a recall grievance arising under Section 13.16, such grievance shall be lodged within a period of six (6) months following the date the other employee, whom 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.

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, may be referred to arbitration within thirty (30) days.
- 19.02 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.
- 19.03 Should either party to the Collective Agreement desire that the matter be heard before a sole arbitrator, they shall so indicate at the time of the referral to arbitration under Section 19.01. A sole arbitrator shall be called to arbitrate on a rotation basis and in order of the following listing:
- | | |
|-----------------|-------------------|
| 1) Ross Kennedy | 4) Peter Barton |
| 2) Anne Barrett | 5) Wes Rayner |
| 3) Gail Brent | 6) Randy Levinson |

- 19.03 A grievance slated for arbitration shall proceed in the following manner:
- a) A letter shall be sent within thirty (30) working days to the arbitrator on a rotating basis.
 - b) Should such arbitrator not be available, the case will be referred to the next arbitrator on the list.
- 19.04 The unanimous or majority decision of the Board of Arbitration or a sole arbitrator with respect to matters coming within the jurisdiction of the Board or the sole arbitrator 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 or the **sole** arbitrator.
- 19.05 Such Board of Arbitration or sole arbitrator shall have no jurisdiction to alter, change, amend or enlarge the terms of this Agreement.
- 19.06 Expenses which may be incurred in connection with the chairman or sole arbitrator will be borne equally by both parties to this Agreement.
- 19.07 Where applicable, a grievance, when posted for arbitration, shall state the Article and Sections of this Agreement which it has alleged have been breached.
- 19.08 In the case of any grievance filed under Appendix "A-2". Section 2, the jurisdiction of the Board of Arbitration or sole arbitrator 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 13.15 d).

Article 21

SERVICE JOBS

OUTSIDE THE HAMILTON AREA

- 21.01 Employees covered by the Collective Agreement, who are called upon to do service department jobs outside the Hamilton area will be paid an extra allowance in accordance with the per diem allowance under the Company's Field Assignment Compensation Policy as amended by the Company from time to time.

In those circumstances, where the Company's Field Assignment Compensation Policy does not afford a per diem allowance, the Company has established a practice of paying a per diem to hourly employees who work on service jobs outside the Hamilton area. Any hourly employee who is sent on a field assignment outside the Hamilton area will receive a minimum of \$38.00 per day.

Article 22

UNION DUES

- 22.01 During the term of this Agreement, the Company shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of regular Union Dues and to remit the amount to the Financial Secretary of Local 504 of the National Automobile, Aerospace, 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 fifteen (15) minute period at a time and place to be designated by the Company. The expense of such interview will be borne by the Company.
- 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.
- 22.07 Canadian Skilled Trade Council Dues
The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, one-half (1/2) hour per year. Dues deductions will be made by the Company each year prior to March 31st. These deductions, along with the names of the employees, shall be remitted to the Financial Secretary of the Local Union.

Article 23

REPRESENTATIVES

- 23.01 The Union shall supply the Company with the names of those employees who have been elected Union Officers, Grievance 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 supervisors, managers, 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 the following will be sent to the Unit Chairperson and the Local Union office:
- a) All notices which are posted on the plant bulletin boards, which deal with hours, wages or working conditions.
 - b) Copies of the plant seniority lists. Such information will be supplied every six (6) months and a copy will also be provided to the Zone Committeepersons.
 - c) Information of starts, quits, discharges, address changes, transfers and layoffs of employees, other than layoffs under Section 13.08. Such information will be supplied on a pay period basis.

- 24.01 d) A copy of the notices of recall.
- 24.02 Copies of departmental return lists and the recall list will be posted in an electronic file folder and access provided to the Unit Chairperson and Zone Committeepersons.
- 24.03 The Unit Chairperson shall be provided with an office, desk, phone and chair.

Article 25

NOTICES

- 25.01 The Company agrees to post in its plant, Union notices announcing Union meetings or social events, subject to the following conditions:
 - a) Such notices shall first receive the stamped approval of the Company prior to posting.
 - b) No change shall be made in any such notice, either by the Company or by the Union, after it has received the stamped approval of the Company.
 - c) Such notices shall be posted on boards exclusively for Union notices.
- 25.02 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature except with the written permission of the Company.
- 25.03 The parties agree to place seven (7) bulletin boards for the exclusive use of the Union throughout the Sanford Avenue Plant.

Article 26

JURY DUTY

- 26.01 An employee who is called for jury duty or, subpoenaed as a Crown Witness in a criminal or civil proceeding, 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 fees or witness fees 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 fees or witness fees received.

Article 27

BEREAVEMENT PAY

- 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.
- 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, step-mother, stepfather, stepson, stepdaughter, and;
 - b) brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, grandson, granddaughter, and;

- 27.02 c) grandfather, grandmother, brother-in-law, sister-in-law, daughter-in-law and son-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 Section 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 Section 27.02 b) and in such case, the time to be paid for may be any three (3) consecutive working days from the day of death through the day after the funeral, inclusive.
 - d) Payment will be made for one (1) day's absence, to attend the funeral, in the case of the death of a member of the employee's immediate family as defined in Section 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.

- 27.03 f) At the discretion of the Company, the bereavement days may be granted on non-consecutive days in order to meet unusual circumstances in particular cases. Such discretion will not be exercised in an unreasonable manner.
- 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 WSIB (Workplace Safety Insurance Board).

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 request, the Company will arrange a meeting with the Union for the purpose of discussing the effects on the employment status of such employee(s) 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 13.12.

A displaced employee unable to qualify for a training period as provided herein will be subject to the provisions of Section 13.12 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 13.12 in locating another job.

28.03 An employee with seniority whose job is directly eliminated by the introduction of robot or the introduction of an automated manufacturing machine and who as a consequence, is transferred to a lower hourly rated job shall

- 28.03 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

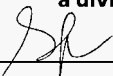
DURATION AND TERMINATION

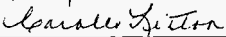
- 29.01 This Agreement shall remain in effect until April 22, 2011, and unless either party gives to the other party written notice of termination or of *its* desire to amend the Agreement, then it shall continue in effect for a further year without change.
- 29.02 Notices that amendments are required 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 to do so. Such negotiations shall not continue


29.03 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 30th day of SEPT., 2008,
at the City of Hamilton.

**SIEMENS FOSSIL POWER GENERATION
a division of Siemens Canada Limited:**

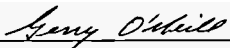


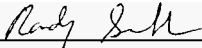








**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. CANADA):
And Its Local 504**

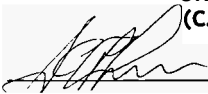








**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(C.A.W. CANADA):**



Appendix "A-1"

EFFECTIVE: April 23, 2008

PROGRESSION STEP RATES

<u>LABOUR GRADE</u>	<u>START RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>JOB RATE</u>
1	\$19.319	\$21.465		\$21.465
2	\$19.426	\$21.584		\$21.584
3	\$20.237	\$22.486		\$22.486
4	\$20.426	\$22.696		\$22.696
5	\$20.879	\$23.199		\$23.199
6	\$21.163	\$23.514		\$23.514
7	\$21.299	\$22.483	\$23.666	\$23.666
8	\$22.099	\$23.326	\$24.554	\$24.554
9	\$22.886	\$24.158	\$25.429	\$25.429
10	\$23.667	\$24.982	\$26.297	\$26.297
11	\$24.978	\$26.365	\$27.753	\$27.753
12	\$26.237	\$27.694	\$29.152	\$29.152
13	\$26.237	\$27.694	\$29.152	\$29.152
14	\$26.559	\$28.035	\$29.510	\$29.510

Shift Lead Hand rate – 5% above job rate for highest classification in the group on shift.

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

Appendix "A-1"

EFFECTIVE: April 23, 2009

PROGRESSION STEP RATES

<u>LABOUR GRADE</u>	<u>START RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>JOB RATE</u>
1	\$19.409	\$21.565		\$21.565
2	\$19.516	\$21.684		\$21.684
3	\$20.327	\$22.586		\$22.586
4	\$20.516	\$22.796		\$22.796
5	\$21.104	\$23.449		\$23.449
6	\$21.388	\$23.764		\$23.764
7	\$21.524	\$22.720	\$23.916	\$23.916
8	\$22.324	\$23.564	\$24.804	\$24.804
9	\$23.111	\$24.395	\$25.679	\$25.679
10	\$23.892	\$25.220	\$26.547	\$26.547
11	\$25.248	\$26.650	\$28.053	\$28.053
12	\$26.552	\$28.027	\$29.502	\$29.502
13	\$26.552	\$28.027	\$29.502	\$29.502
14	\$26.874	\$28.367	\$29.860	\$29.860

Shift Lead Hand rate – 5% above job rate for highest classification in the group on shift.

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

Appendix "A-1"

EFFECTIVE: April 23, 2010

PROGRESSION STEP RATES

<u>LABOUR GRADE</u>	<u>START RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 6 MONTHS</u>	<u>JOB RATE</u>
1	\$19.499	\$21.665		\$21.665
2	\$19.606	\$21.784		\$21.784
3	\$20.417	\$22.686		\$22.686
4	\$20.606	\$22.896		\$22.896
5	\$21.329	\$23.699		\$23.699
6	\$21.613	\$24.014		\$24.014
7	\$21.749	\$22.958	\$24.166	\$24.166
8	\$22.549	\$23.801	\$25.054	\$25.054
9	\$23.336	\$24.633	\$25.929	\$25.929
10	\$24.117	\$25.457	\$26.797	\$26.797
11	\$25.518	\$26.935	\$28.353	\$28.353
12	\$26.867	\$28.359	\$29.852	\$29.852
13	\$26.867	\$28.359	\$29.852	\$29.852
14	\$27.189	\$28.700	\$30.210	\$30.210

Shift Lead Hand rate – 5% above job rate for highest classification in the group on shift.

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

Appendix "A-2"

JOB EVALUATION PROGRAMME

1. The responsibility for evaluation of any work shall continue to be vested in the Company. Evaluation will continue to be made on the basis of the Job Evaluation Programme (including the Job Rating Plan for Hourly Paid Classifications). The Job Evaluation Programme as such, having been selected by the Company, may not form the subject of a grievance. When new and/or changed job classifications are implemented by the Company, the Union will be notified of the resulting amendments to the "Job Evaluation and Job Classification Manual", together with the date of implementation, the department(s) and employee(s) affected, and will be supplied with a copy of the Job Identifications and the factor ratings thereof.
2. The Union or the incumbent employee in the job classification concerned may file a grievance in writing with the Company alleging:
 - a) That the new or changed job classification established under Appendix "A-2". Section 1 has been improperly ranked as a result of inconsistent application of the job evaluation techniques and/or does not bear a proper rank relationship to undisputed job classifications.
 - 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 Classification Manual", the primary function and job content of which is properly applicable to the work performed by the employee.

2. 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 provides, however, that any such grievance must be filed directly with the Manager, Employee Relations— Represented Employees, or his/her appointee, under Section 18.03 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 in the then Turbine and Generation Division as of April 22, 1990.

3. During the second stage meeting referred to in Section 18.04, the Union or the incumbent employee(s) on the job classification concerned may be represented by a representative of

3. 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 or sole arbitrator 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.
 - 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.

4. 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) (or part thereof) hourly-rated employees of the Company, and;
 - ii) one (1) hourly-rated employee of the Company appointed by the Union for each one hundred and fifty (150) (or part thereof) hourly-rated employees. It is understood that the Company may request the Union to temporarily substitute another employee (or employees) as its appointee(s) on the Safety and Health Committee in the event that the attendance of the regular Union appointee at the meetings of the Committee interferes with the operating requirements of the Company;
- b) The number of appointees mentioned in Sections 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 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 Co-chair.

5.
 - e) The Union will designate one of its appointees as Co-chair. Such appointee will be scheduled to work the day shift.
 - f) 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 the power to:
 - a) Identify situations that may be a source of danger or hazard to employees.
 - b) Make recommendations to the Company and the employees for the improvement of the safety and health of employees.
 - c) Make recommendations to the Company and the employees for the establishment, maintenance and monitoring of programmes, measures and procedures respecting the safety or health of employees.
 - d) Obtain information from the Company respecting:
 - i) The identification of potential or existing hazards of materials, processes or equipment, and;
 - ii) safety and health experience and work practices and standards in similar or other industries of which the Company has knowledge.
 - e) Maintain and keep minutes and records of its proceedings and make them available for examination by an inspector appointed under the Occupational Health and Safety Act, 1990 or similar legislation.

7. f) Send copies of minutes, recommendations, etc., to, among others, the General Manager, and the Union.
8. 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. 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 (2) 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

10. b) 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 Sections 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 documents for each lost time accident or occupational illness:
 - a) The initial report to the WSIB (Workplace Safety Insurance Board) Form 7.
 - b) The Supervisor'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

14. b) 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 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 Section 14 b) will be the one who normally covers that department. The Company will arrange for him/her

15. a) to attend the investigation without delay, providing he/she is at work. In the event the Union appointed Committee member is not at work, the 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 Section 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 Section 14 c) above. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation without loss of wages for the time so spent,
16. While an inspection is being conducted by an inspector from the Occupational Health and Safety Branch of the Ministry of Labour, he/she is to be accompanied by the supervisor (or his/her alternate) for each area that is inspected, as well as by one (1) Company appointed member and one (1) Union appointed member of the Safety and Health Committee. These two (2) members of the Safety and Health Committee are entitled to such time from work as is necessary to accompany the inspector without loss of wages for the time so spent.

17. If an employee reports an unsafe condition to his/her supervisor but no refusal to work is involved the supervisor will cause an investigation of the condition to be made and will ensure that the concerned employee receives a response. If the employee is not satisfied with the response he/she may forward his/her concern, in writing, to the Safety and Health Committee.
18. The members of the Safety and Health Committee appointed by the Union are considered to be the members of a Joint Health and Safety Committee selected by the trade union as outlined in Section 8 of the Occupational Health and Safety Act, 1990.
The "Manager of Manufacturing" means the senior supervisor responsible for production.
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 Forklift 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 procedures outlined in the documents referenced above, which

20. 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 one-hundred and ten dollars (\$110.00) once per calendar year toward the cost of safety shoes approved by the Company.
- Effective in 2009, the above amount shall be increased to one-hundred and fifteen dollars (\$1 15.00).
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 costs), through designated opticians, for employees requiring prescription glasses.
 - i) One (1) pair of safety frames and lenses.
 - ii) Replacement safety frames and lenses, not more often than once every two (2) years, where an employee requires a change in prescription.

22. c) iii) Replacement lenses, not more often than once every year, required as a result of a verified medical condition.
- 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 WSIB (Workplace Safety Insurance Board) to replace safety glasses broken or damaged as a result of work-related activity.
 - g) Replace at no employee cost, 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 WSIB (Workplace Safety Insurance 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 the lost, damaged, or replaced prescription safety glasses, except as otherwise provided for herein.
- iii) 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. a) This Appendix should be read in conjunction with the Occupational Health and Safety Act and its Regulations and Codes of Practice (1990), and will not be subject to the grievance and arbitration procedure except as is provided for by the Occupational Health & Safety Act 1990.
- The parties agree that should the Act be amended, the parties will meet to discuss any amendments that may have adverse effect on employees in relation to this Appendix. However, unless agreed to by the parties, this Appendix and the appropriate related Sections of the Act and its Regulations and Codes of Practice shall govern.

Appendix "C-1"

**SIEMENS FOSSIL POWER GENERATION
a division of Siemens Canada Limited**

EMPLOYEE INITIATION FEE AUTHORIZATION

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

Date: _____

Signature: _____

Department: _____

Badge No.: _____

Appendix "D"

SKILLED TRADES

1. Skilled Trades for the purpose of this Agreement shall be those trades and classifications listed below:
 - Tool & Die Maker
 - Tool Cutter Grinder
 - Machinist
 - Millwright
 - Electrician
 - Steel Fabricator
 - Welder
 - Pipefitter
 - Product Designer (Inspectors)
 - Experimental Test Technician

(See attached list of classifications)
2. The term "journeyman/woman" shall mean any person:
 - a) Who presently holds a journeyman/woman classification in a skilled trades occupation as listed above, or;
 - b) Who has served a bona fide apprenticeship of four (4) years – 8000 hours or (5) five years – 9000 hours and holds a certification which substantiates his/her claim of such service, or;
 - c) Who has eight (8) years of practical experience in the skilled trade or classification in which he/she claims journeyman/woman's designation and can prove same. A CAW journeyman/woman card will be accepted as proof.
 - d) New employees entering the trades listed in 1. above shall be limited to journeymen/women and apprentices and shall have date of entry seniority in the skilled trade.

3. Non-Trade employees will not carry their Company seniority into the skilled trades, except those employees who had, as of April 23, 1999, a documented work history with the Company in such trade and who meet the qualifications of 2. b) or c) above within one of the skilled trades.
4. Should the Company implement a new Job Classification as per Appendix "A-2" of the Collective Agreement, it will designate the classification under the appropriate Skilled Trade or Non-Trade.
5. All job classifications not contained on the attached list under number 1. above are considered to be Non-Trade classifications.

SKILLED TRADES JOB CLASSIFICATIONS

Job Code	Job Title	Category
UG1503	Tech-Electrical	Electrician
UG1603	Electrician-Maintenance	Electrician
TN0205	Fabricator-Transitions	Fabricator
AH5005	Fit-Gas Stm Turb Assm	Fabricator
SN0105	Fit/Assm-New Engine Assm	Millwright
SN0205	Fit & Assemble-Project Rep	Millwright
EG3205	Spindle Builder	Millwright
*EG4209	Balancer Fitter	Millwright
UG2003	M/C Tool/Equip Over	Millwright
UG2203	Crane Maintenance	Millwright
UG3803	M/C Tool Equip Tech	Millwright
SN0305	Pipefitter-Eng & Proj Repair	Pipefitter
UG4603	Plant Op/Pipefitter	Pipefitter
EH0104	Insp. - Patrol-Medium M/C	Inspection
EH1104	Inspector-Final Rotating Equip	Inspection
EH1204	Inspector-Diaphragms	Inspection
EH1404	Inspector-Final Rotating Equip	Inspection
EH1704	Gauge Lab Inspector	Inspection
EH2004	Insp. - Gas Turbine Assembly	Inspection
EH2104	Inspector Technician	Inspection
EH2204	Inspector-Transitions	Inspection
EH2304	Inspection-NDE Technician	Inspection
AH0602	Bor/Mill-Horz-S/U & Op	Machinist

Job Code	Job Title	Category
AH5202	Vrt Boring S/U & Op	Machinist
*EG1102	Lathe-Engine-Operate	Machinist
GG0602	Bor/Mill-Horz-S/U & Op	Machinist
GG3902	Curvic – S/U & Op	Machinist
GG4002	CNC VBM S/U & Op	Machinist
GG4102	CNC Lathe-S/U & Op	Machinist
*GG4602	Plane-0-Mill CNC S/U & Op	Machinist
GG4802	CNC Horz Brg Mill S/U & Op	Machinist
*GG4902	CNC Face Lathe S/U & Op	Machinist
GG5102	Co-ordinator–Rotor Shoo	Machinist
GG5302	Final M/C CNC Large Lathe	Machinist
TN0402	CNC HBM Centre – S/U & Op	Machinist
SN0404	Technician–Borescoping	Test
UG0304	Test Tech–Rotating Equip	Test
HG1401	Tool & Die Maker	Tool & Die Maker
HG2002	Grinder Tools/Comps	Tool Cutter Grinder
GG2302	Broach-Grind/Inspect	Tool Cutter Grinder
AH5308	Weld-Gas Diaphragms	Welder
SN0508	Welder-Eng. & Project Repair	Welder
*SN0913	Stress & Weld Process Operator	Welder
TN0308	Welder-Transitions	Welder

• Unoccupied

Appendix "E"

APPRENTICES

The purpose of this Appendix is to confirm the understanding of the parties reached during negotiations for the renewal of the Collective Agreement effective April 23, 2002, regarding employees designated as Siemens Fossil Power Generation, a division of Siemens Canada Limited apprentices.

Employees designated as apprentices will be subject to the terms and conditions as stipulated in the Collective Agreement, except as modified herein, or by written agreement of the parties.

The primary objective of the Apprenticeship Program is to provide skilled employees in the classification of LG-12-05, Fit & Assemble, Turbines. It is understood that the ratio of apprentices to employees currently employed in the classification shall not be more than one (1) apprentice to six (6) skilled tradespersons. This number may be exceeded only with the prior agreement of the Union.

Applications from employees within the bargaining unit:

Notices of Apprenticeship opportunities will be posted on the Company's Bulletin Boards.

All applicants will be required to have successfully completed Ontario Academic Credits ~~or~~ have successfully completed an academic standard that the Committee considers equivalent.

Applicants shall deliver their completed application forms to the Human Resources Department who shall acknowledge receipt.

Applicants meeting the minimum academic standard and, who successfully complete an aptitude test administered by the Human Resources Department, will be referred to the Joint Apprenticeship Committee for approval or disapproval based on their seniority.

Joint apprenticeship committee:

A Joint Apprenticeship Committee shall be constituted to oversee the program. Such committee shall consist of two (2) members from Management, two (2) from the Union, both of which shall be incumbents in the job classification, and the Trainer, who shall be the Chairperson. It shall be the duty of the Committee, in its sole discretion, provided it does not act in bad faith, to:

- 1) Accept or reject applicants for apprenticeship upon referral from the Human Resources Department.
- 2) Discipline an apprentice or cancel the Apprenticeship agreement of the apprentice at any time for:
 - a) Inability to learn;
 - b) unsatisfactory work;
 - c) lack of interest in his/her work or education.

In this circumstance, if the apprentice was a new hire, his/her employment shall terminate. If the apprentice entered the program with seniority

- with the Company, he/she shall be returned to his/her former position, if available, failing which he/she shall be entitled to exercise his/her seniority in accordance with the seniority provisions of the Collective Agreement.

This shall not limit the right of the Company to discipline an apprentice for misconduct. Such discipline by the Company may be subject to the Grievance Procedure.

- 3) Make application on behalf of each apprentice, who successfully completes the Apprenticeship Program, to the Director of Apprenticeship, Ontario Ministry of Education and Training, for a Certificate of Qualification for the appropriate trade.
- 4) Meet as required to review the progress of the apprentices in the Program and the Program itself to ensure compliance with the standards of the Ministry of Education and Training.

Training agreements:

The Apprenticeship Program will be registered with the Ontario Ministry of Education and Training. All apprentices will be required to sign a registered training agreement with the Ministry of Education and Training.

Seniority:

Newly hired apprentices will acquire seniority upon successful completion of ninety (90) worked days of the apprenticeship. After such time, apprentices shall not acquire seniority for the purposes of displacing regular employees under the provisions of Article 13 - Seniority and conversely they shall not be subject to being displaced by regular employees.

In the event of a reduction in the classification, the ratio (*of* not more than 1:6) shall be maintained. The number of apprentices will be reduced starting with the least senior apprentice.

If the apprentice entered the program with seniority he/she shall be entitled to exercise his/her seniority within non-trades outside the Apprenticeship Program in accordance with the seniority provisions of the Collective Agreement. If the apprentice was a new hire, his/her employment shall terminate.

Hours of work & overtime:

Apprentices will be covered by the provisions of Article 6.06 of the Collective Agreement.

Levels & wages:

1 st 1000 hours	- 65% of Journeyman/woman Rate
2 nd 1000 hours	- 70% of Journeyman/woman Rate
3 rd 1000 hours	- 75% of Journeyman/woman Rate
4 th 1000 hours	- 80% of Journeyman/woman Rate
5 th 1000 hours	- 85% of Journeyman/woman Rate
6 th 1000 hours	- 90% of Journeyman/woman Rate
7 th 1000 hours	- 95% of Journeyman/woman Rate
8 th 1000 hours	- 95% of Journeyman/woman Rate

If the apprentice is an employee from within the bargaining unit selected for the program, he/she shall retain his/her current hourly rate until such time as the rate of pay for apprentices is equal to or greater than his/her hourly rate. At that time, he/she will progress according to the hourly rates of pay for apprentices.

Credit for previous experience in an Apprenticeship Program or the skilled trade may be given at the time the individual is accepted into the Apprenticeship Program. If such credit is given, the apprentice's position in the above wage structure shall be determined by the Committee in compliance with the Apprenticeship and Certification Act.

Classroom attendance:

The Company will provide a paid leave of absence for an apprentice who has been accepted into the Apprenticeship Program to attend the classroom portion of the program, should the classroom attendance be required during the apprentice's regularly scheduled hours of work.

The Company will reimburse apprentices for any tuition and will supply any necessary materials recommended by the Committee and approved by the Company.

Completion of apprenticeship:

An apprentice shall successfully complete his/her apprenticeship upon obtaining a Certificate of Qualification as prescribed by the Ministry of Education and Training.

Upon satisfactory completion of the Apprenticeship Program and subject to the availability of a suitable open job, the Company will offer the apprentice regular employment. On placement the apprentice will be paid the job rate of the job classification, LG-12-05 and will be deemed to have seniority as of the starting date of the apprenticeship for purposes of determining seniority application within the job classification.

If as a result of a work shortage there is not an open job available, the apprentice who has successfully completed his/her apprenticeship shall be eligible for the job of the junior journeyman/woman in his/her skilled trade classification and shall exercise his/her seniority as provided for in the seniority provisions of the Collective Agreement.

Appendix "F"

JOB TRANSFER REQUEST SYSTEM

1. Skilled Trades employees with seniority of one (1) year or greater may file a "Request for Transfer" or apply for a posted job with the Human Resources Department. Non-Trade employees who have completed their probationary period shall not be subject to the one (1) year limitation.
2. A "Request For Transfer" will identify the job that the employee is requesting transfer to, and will include an outline of the employee's skills as they relate to the job.
3. Upon receipt of the "Request For Transfer", the employee will be interviewed by the Company within two (2) weeks. The purpose of such interview will be to assess the qualifications of the employee with respect to his/her ability to perform the normal requirements of the job in question. Within one (1) week, the employee will be advised of the results of the interview.
4. If the employee meets the skill and ability requirements of the job, their "Request For Transfer" will be retained on file. In the event the employee does not meet the skill and ability requirements of the job; he/she will be advised as to how they may acquire the necessary qualifications.
5. When a job becomes available, it shall be posted for a period of five (5) days. The "Request For Transfer" file will be reviewed along with the applications of those who applied via the posting and the job will be awarded based on the following criteria:
 - a) Skill and ability to perform the requirements of the job, and;
 - b) applicable experience.

5. Where the factors in a) and b) are relatively equal, seniority will be the determining factor.
6. In the event there are no applicants on file meeting the criteria in 5. above, the job will be filled by other means.
7. Successful applicants from the Skilled Trades will not be eligible to make a new application under the terms of this Appendix for a period of eighteen (18) months from the date of transfer. Successful applicants who are Non-Trade employees with seniority will not be eligible to make a new application under the terms of this Appendix for a period of twelve (12) months from the date of transfer.
8. Should the Company decide not to fill a job after it has been posted, they will notify the Unit Chairperson and the appropriate Committeeperson within five (5) working days after the decision not to fill has been made.
9. Successful applicants not transferred within fifteen (15) days from the date of acceptance of the job shall be paid at the rate of pay applicable to the new job and will acquire seniority rights within the new classification.

LETTERS OF UNDERSTANDING

with

SIEMENS FOSSIL POWER GENERATION
a division of Siemens Canada Limited

and

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

AND ITS LOCAL 504

TO: APRIL 22, 2011

HAMILTON, ONTARIO

LETTERS

- Section A** - Letters Forming Part
of the Collective Agreement
- Section B** - Letters Not Forming Part
of the Collective Agreement

INDEX

Section A - Letters Forming Part of the Collective Agreement

- A-1 Seniority – Section 13.19 b)
- A-2 Recalls For Less Than Eight (8) Weeks
- A-3 Temporary Job Postings
- 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 Employment Standards Act
- A-12 Critical Orders
- A-13 Definition of Training
- A-14 Students-- Benefit and Pension Plans
- A-15 Mediation-Arbitration
- A-16 Maintenance of Pay Equity
- A-17 Labour-Management Committee
- A-18 Paid Education Contribution Fund
- A-19 Violence Against Women
- A-20 Union Representation
- A-21 Joint Workplace Harassment Policy

- A-22 Modified Work Procedure
- A-23 Change of Address Form
- A-24 C.O.L.A./Saturday and Sunday
- A-25 Bargaining Unit Work
- A-26 Notice of Layoff, Notice of Recall
and Right of Return Forms
- A-27 Union Dues Deduction
- A-28 Temporary Work Assignment
- A-29 Factor Ratings – Appendix "A-2". Section 2
- A-30 Resource Sharing
- A-31 Contracting-In
- A-32 Application of Section 13.13
- A-33 Leave for Local 504 President
- A-34 Political Office – Leave of Absence
- A-35 Weekend Shift Arrangements – Pilot
- A-36 Weekend Shift Arrangements
- A-37 Shift Lead Hand

Mr. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Seniority – Section 13.19 b)

This will confirm the understanding of the parties for the duration of the Collective Agreement dated _____, that under some circumstances recalls under Section 13.19 b) 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,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Recalls For Less Than Eight (8) Weeks

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 eight (8) 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,

Carole Linton, Manager
Employee Relations- Represented Employees

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Temporary Job Postings

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated _____, relating to Temporary Job Postings.

When the Company decides to fill a vacancy created by an employee's absence due to ongoing disability, and a job posting is required, such posting shall reflect the fact that the job is temporary by being titled "Notification of Temporary Job Opening". Due to the temporary nature of the opening, transfers through this process will be limited to two transfers only, the original opening as well as, if necessary, the resulting vacancy caused by the transfer to the original opening. This letter shall only be used if no other employee has return rights.

An employee complying with the eligibility requirements of Appendix "F" is entitled to apply for a Temporary Job Opening. The job will be awarded based on the criteria outlined in Appendix "F", Section 5. An employee who is awarded a temporary posting will not be eligible to apply to any other posting for a period of twelve (12) months from the date of the transfer, or the completion of the temporary job, whichever first occurs. Employees filling temporary positions will not acquire seniority rights within the temporary position(s).

.../2

Upon the return of the incumbent, he/she shall be entitled to resume his/her former position, provided he/she is capable of performing the essential duties of the job. At that time, both of the employees filling the temporary vacancies will be returned to the jobs they held prior to the transfers. If either or both jobs are no longer available, the provisions of Article 13.12 shall apply.

For the purposes of overtime distribution, both the employee who has been awarded the temporary job and the employee filling the subsequent vacancy will be averaged into the overtime group of the temporary jobs. Upon return to their original positions, both employees will be averaged into the relevant overtime pool for the job to which they return.

Should the incumbent not return to work and/or should it become evident that the absence will be for longer than the twelve (12) month period, the position will be posted as a regular posting under Appendix "F" of the Collective Agreement. The timeframe can be extended due to extenuating circumstances upon agreement with the appropriate Committeeperson.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

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

It is agreed that Transition and Basket Repair, although physically located in Zone 2, will **be** represented by the Committeeperson in Zone 1.

It is also agreed that, should the Company relocate the Department in which the Committeeperson resides to elsewhere in the Plant such that he/she is located outside the Zone for which he/she was appointed or elected, the Committeeperson will continue to represent such Zone until the expiration of his/her current term of office.

...I2

It is understood that the representation as set forth in this letter shall apply during the term of the Agreement dated _____, and any changes thereto shall only be made as mutually agreed to in writing.

Yours truly,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Vacation Pay/Vacation Time Off

This will confirm that for the duration of the Collective Agreement dated _____, 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,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Notification of Open Jobs (Employees on Recall List)

This will confirm that for the duration of the Collective Agreement dated _____, 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.

.../2

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 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.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Payroll Report

This will confirm that for the duration of the Collective Agreement dated _____, 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, 2009, the first pay period ending following April 23, 2010 and the first pay period ending following January 15, 2011 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:

Classification	Title	Labour Grade	Job Rate	Number of Employees	Individual Hourly Rate
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Yours truly,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Provisional Job Classifications

This will confirm that for the duration of the Collective Agreement dated _____, 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.

.../2

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,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Lost Time Payment

This will confirm that for the duration of the Collective Agreement dated _____, 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.

.../2

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
- c) Group Life Insurance
- d) Accidental Death & Dismemberment
- e) Canada Pension Plan
- f) WSIB
- g) Employment Insurance

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

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Decentralization/Plant Closedown

This will confirm that for the duration of the Collective Agreement dated _____, that should a "Product Relocation" or a "Plant Closedown" as defined in the Pension Plan between the parties effective April 23, 2008, 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) 15 years but **less** than 20 years of pensionable service – 1 week's pay for each full year of pensionable service up to the 10th year; 1 1/4 weeks' pay for each full year of pensionable service after the 10th year; and 1 1/2 weeks' pay for each full year of pensionable service after the 15th year.
- c) 10 years but **less** than 15 years of pensionable service – 1 week's pay for each full year of pensionable service up to the 10th year and 1 1/4 weeks' pay for each full year of pensionable service after the 10th year.
- d) **Less** than 10 years of pensionable service – 1 week's pay for each full year of pensionable service.

.../2

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;
- b) is not eligible to retire under the Siemens 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,

Carole Linton, Manager
Employee Relations- Represented Employees

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Employment Standards Act

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated _____, with respect to any conflict between the Collective Agreement and the Employment Standards Act, 2000.

Where the provisions of this Collective Agreement conflict with the provisions of the Employment Standards Act, the provisions which provide the greater benefit to the Union or employee will prevail.

For the purpose of "Temporary Layoff", Section 56(2) (c) of the Employment Standards Act, 2000, shall not be applicable in the application of this Agreement.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Critical Orders

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated _____, relating to the assignment of employees on special shifts related to "critical orders".

When the Company designates an order or project as a critical order, it will meet with the appropriate Committeeperson to review the manpower requirements including the need to schedule non-standard shifts pursuant to Article 6.

Following the consultation, the Company will develop and post the appropriate work schedules including overtime requirements. In such circumstances where scheduled overtime is required, the Company will assign overtime as per Section 6.06.

Yours truly,

Carole Linton, Manager
Employee Relations– Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Definition of Training

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____, relating to the definition of training as contained in Section 13.13.

Training will include the necessary supervision and information in order to provide the employee with a reasonable opportunity to meet the normal requirements of the job.

The employee will be provided with instruction on the appropriate safety and operating procedures of the job, equipment and department. It will also include a demonstration and explanation of the way the work is performed and feedback on how the employee is performing.

The employee is expected to make full use of this learning opportunity and if he/she considers that additional information or instruction is required, he/she should so advise the supervisor or designate.

.../2

It is understood that the Union will encourage employees in the area, where such training is taking place, to co-operate in providing training and instruction.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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

125

Mr. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Students – Benefit and Pension Plans

This will confirm the understanding between the parties for the duration of the Collective Agreement dated _____, 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,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Mediation-Arbitration

This will serve to confirm the understanding reached between the parties with respect to the Collective Agreement dated _____, relating to the utilization of Mediation-Arbitration (Med-Arb) as an alternative dispute resolution mechanism.

The parties may agree to refer a grievance alleging a violation of the Collective Agreement to a Mediator-Arbitrator and one of the following will be chosen as a third party neutral to attempt to reach a voluntary agreement on the grievance through mediation, and, failing agreement, to arbitrate the dispute:

Gerald Charney
Maureen Saltman
Kevin Burkett

The desire to utilize this process shall be indicated at the time of the referral to arbitration under Section 19.01 of the Collective Agreement. If the other party agrees, the grievance slated for Med-Arb shall proceed in the following manner:

- a) A selection shall be made from the above list and the Mediator-Arbitrator shall be contacted to arrange a suitable date to hear the matter.
- b) At the hearing, the Mediator-Arbitrator shall listen to opening statements and any other agreed upon facts. He/she shall then endeavour to assist the parties in settling the grievance by mediation.

.../2

- c) Failing settlement by mediation, the Mediator-Arbitrator will endeavour to assist the parties to agree upon material facts in dispute and then shall determine the grievance by arbitration.
- d) The arbitration process and decision shall be governed by Article 19 of the Collective Agreement including Section 19.04 which provides that the decision shall be final and binding on all parties.
- e) It is agreed that settlements effected under this letter are without prejudice or precedent to future similar circumstances.

Depending on the nature of the grievance. the parties may agree to refer more than one grievance to the same Mediator-Arbitrator.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, 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 S.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".

.../2

4. In such a grievance the Authority of the Board of Arbitration or a sole arbitrator shall be limited to determining the degree point of the factor(s) in dispute.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Labour-Management Committee

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

1. The Committee shall be composed of management and union representatives as outlined below:
 - a) The Unit Chair and Zone Committee persons, along with the National Representative, shall represent the Labour portion of the Committee. Upon advanced notification to the Company, the Union may designate a departmental steward to act as a replacement in the case of absence.
 - b) Process Managers and their Area Manager on a rotating basis, along with Human Resources representatives, shall represent the Management portion of the Committee. Other management representatives may be invited to speak on a specific topic.
2. Meetings will occur on a bi-weekly basis or more frequently as may be agreed upon.
3. 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.

.../2

4. Each party will supply to the other, at least one (1) working day prior to the meeting, a list of items it wishes to discuss at the consultation meeting.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Paid Education Contribution Fund

This will confirm that for the duration of the Collective Agreement dated _____, 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,

Carole Linton, Manager
Employee Relations- Represented Employees

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Violence Against Women

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The parties agree that when there is adequate verification from a recognized professional (i.e. physician or psychiatrist), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual, and the circumstances surrounding the incident otherwise supportive of discipline.

This statement's intent is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Yours truly,

Carole Linton, Manager
Employee Relations – Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Union Representation

This will confirm that for the duration of the Collective Agreement dated _____, 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.

.../2

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 excessivesteward representation, a meeting may be requested by the Company or the Union to discuss and rectify the situation.

Yours truly,

CaroleLinton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Joint Workplace Harassment Policy

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____ relating to the jointly developed "Workplace Harassment Policy"

The current policy will remain in effect as developed unless the parties mutually agree to make amendments to it.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Modified Work Procedure

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____ relating to Modified Work Procedure.

It is recognized by the parties that a return to work from an absence on WSIB or Long Term Disability Benefits, as soon as reasonably possible, is in the best interest of the Company and the disabled employee. To that end, the Company wishes to reaffirm to the Union its intention of continuing a Modified Work Procedure as outlined in the "Modified Duties (Work & Non-Work Related Injury/Illness) Hourly Represented Employees" Operational Procedure dated December, 2006 and consistent with provisions contained in the Human Rights Code and, where applicable, the Workers Safety and Insurance Act. In this regard, the Company will work jointly with the Union on the application of the procedures.

The Union will designate an employee as the Modified Work Representative. A Representative of the Company will work with the Modified Work Representative who will be involved with return to work issues. Such involvement will include:

- 1) Reviewing the employee's current job and any modification thereto that may be made.
- 2) Failing such placement, other available job classification may be reviewed.

.../2

- 3) Reviewing the hours of work, capabilities of the disabled employee and possible placement consistent with the Collective Agreement and other relevant legislation.

If the Return to Work issue is related to a Workplace Injury, the Health and Safety Committee Co-Chair and the Company's Health Safety and Environmental Consultant will be involved in the process.

Members of the Return to Work Committee will be afforded access to the following for each lost time accident or occupational illness:

1. The initial report to the WSIB (Workplace Safety Insurance Board) Form 7.
2. The Supervisor's Report of Accident.

The two (2) committee members will also review the expected length of absences due to illness or accident and dialogue with supervision and management with respect to the impact on staffing and the need to replace absent employees.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Change of Address Form

This will confirm that for the duration of the Collective Agreement dated _____, the Company will give each employee going on indefinite layoff a change of address form.

The form is to be completed and returned to the Company should the employee's address change during their period of layoff.

Yours truly,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: C.O.L.A./Saturday and Sunday

This will confirm that for the duration of the Collective Agreement dated _____, 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,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Bargaining Unit Work

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 researchwork.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Notice of Layoff, Notice of Recall and Right of Return Forms

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

Yours truly,

Carole Linton, Manager
Employee Relations - Represented Employees

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

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 Committee person 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

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,



NOTICE OF EXTENSION OF RIGHT OF RETURN

NAME: _____

BADGE NO.: _____

I would like to retain my return rights to Department _____
as set out in Section 13.15 of the Collective Agreement.

Signature

Date

Human Resources
Acknowledgement

Date

Mr. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Union Dues Deduction

This will confirm that for the duration of the Collective Agreement dated _____, 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,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Temporary Work Assignment

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 b) 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.

If a temporary assignment extends beyond five (5) working days, the Department Steward(s) will be notified.

.../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,

Carole Linton, Manager
Employee Relations - Represented Employees

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

Ms. Carole Linton, Manager
Employee Relations- Represented Employees
Siemens Fossil Power Generation
P.O. Box 2510
30 Milton Avenue
Hamilton, Ontario, L8N 3K2

Dear Madam:

Re: Factor Ratings – Appendix A-2, Section 2

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 full-time official of the Union, the Unit Chairperson and the Union Committee person 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.

150

.../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 Siemens Fossil Power Generation:

Mr. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: ResourceSharing

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated _____, relating to Resource Sharing.

The concept of Resource Sharing is meant to encompass the utilization of like skills of employees in different Company locations without effecting a permanent transfer of the employees whose skills are being shared and without affecting the job security of employees who work in the facility in which the transferees are working. Assignments appropriate for Resource Sharing are of limited duration (three (3) months or less). Any employee from any Siemens Power Generation facility who is utilized in a Resource Sharing role continues to be employed by his/her home site during the period of such assignment. It therefore follows that when bargaining unit employees are utilized in such a capacity at other Siemens Power Generation sites, they continue to be covered by the terms of this Collective Agreement. Such employees will also be paid an extra allowance in accordance with Article 21.

In recognition of the above, the use of non-bargaining unit employees for Resource Sharing shall not cause the layoff of bargaining unit employees. Resource Sharing will not be utilized if there are employees on layoff with recall rights who can be utilized pursuant to Article 13.16 of the Collective Agreement, including Letter of Understanding A-2.

.../2

The use of non-bargaining unit employees for Resource Sharing shall be limited to one-hundred (100) man days per year **unless** extended by consent of the Union. It is understood that one (1) man day equates to eight (8) hours worked.

When the Company decides to utilize employee(s) in a Resource Sharing role it will notify the Local Union of its decision in advance of such work commencing.

The Company also committed to training bargaining unit employees to provide them with specialized skills where non-bargaining unit expertise is required. Normally, such training would **be** on a one-to-one basis. Therefore, the Company will annually offer up to one-hundred (100) man days of on the job training. The number of days of training offered will in no case be **less** than the number of man days for which the Company has utilized non-bargaining unit employees pursuant to Resource Sharing. The Company will give the Union a report *monthly outlining* the number of training hours offered and conducted.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Contracting-In

The parties recognize that certain functions at the Company's plants are currently performed in these facilities by contractors.

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

In the event that bargaining unit employees are given notice of layoff and in the event that such employees possess the skills to perform work being performed in the plant by contractors, the Local Union may request a meeting with the Company for the purpose of discussing what work, if any, could be performed by such employees. The Company will give consideration to reassigning work being performed by contractors to such employees;

...I2

however, it is recognized that the final decision with respect to the staffing of this work will remain with the Company.

Yours truly,

Carole Linton, Manager
Employee Relations – Represented Employees

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Application of Section 13.13

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____ relating to the application of 13.13, when more than one senior employee is being considered to displace the same junior employee.

When two or more senior employees who are declared surplus are being considered to displace the same junior incumbent, the following procedure will apply:

The most senior employee who meets the criteria in Section 13.13 will be afforded the opportunity for training as outlined in the Collective Agreement and the other surplus employee(s) will be laid off if he/she cannot bump a different employee.

.../2

Should the most senior employee **be** assessed as not meeting the normal requirements of the job as outlined in Section 13.13, and where a junior incumbent has been retained to perform the job in question, the next most senior employee who meets the criteria in Section 13.13 will **be** given the option to return from layoff and be treated as if he/she were on notice of layoff under Section 13.13 with respect to the job in question.

Yours truly,

Carole Linton, Manager
Employee Relations— Represented Employees

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. Doug Brown
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada) Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Leave for Local 504 President

This will serve to confirm the understanding reached by the parties during negotiations for the duration of the Collective Agreement dated _____, regarding leave of absence for the President of CAW Local 504.

The Local President will be granted a leave of absence without pay for the duration of this Agreement or until the completion of his/her mission, whichever first occurs. He/she will be re-employed in the position vacated at the start of their leave. If the position no longer exists they will be re-employed to another position for which he/she has the skill and ability to perform. In either case, the Company must be provided with eight (8) weeks' written notice of his/her intent to return.

He/she will continue to accrue seniority in accordance with the Collective Agreement for the duration of his/her leave. He/she will continue to be paid the current rate for the position they held prior to his/her leave, based on a 40 hour work week, provided the Local reimburses the Company for 100% of all costs incurred. He/she will continue to be enrolled in the Company benefit plans provided the Local reimburses the Company at a rate of 25% of his/her gross pay. He/she will continue to accrue pension credits in accordance with the pension plan for the duration of the leave.

...I2

The Union will be the employer of record with respect to WSIB coverage and associated premium costs and will indemnify the Company from any WSIB cost liability.

Yours truly,

Carole Linton, Manager
Employee Relations – Represented Employees

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. Doug Brown
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Political Office - Leave of Absence

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____ relating to the provision of a leave of absence for full-time political office at the Federal, Provincial or Municipal level.

An employee elected to a full-time federal, provincial or municipal political office shall be granted a leave of absence for a period of time not to exceed his/her first term of active service. He/she shall be considered to be on authorized leave of absence without pay and without benefits for one term of office.

Upon completion of such leave, he/she shall be re-employed 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. Continuity of seniority will only be granted to such member upon the resumption of employment.

.../2

Failure to return to work upon termination of the leave of absence will result in immediate termination of employment.

Yours truly,

Carole Linton, Manager
Employee Relations— Represented Employees

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Weekend Shift Arrangements - Pilot

For the term of the pilot, this letter amends the Letter of Understanding –Weekend Shift Arrangements so as to permit the parties to operate a weekend shift arrangement on a pilot basis, starting with the Magerle Grinder. The Magerle Grinder positions will be placed in a separate job classification.

For the period of this Collective Agreement, the application of Weekend Shift Arrangements will be limited to the following:

1. The Magerle Grinder Job which is anticipated to require utilization of the weekend shift arrangement starting in the fourth quarter of calendar year 2009. A maximum of three (3) employees will be employed on the weekend shift on this machine tool. This shift arrangement is expected to run for a maximum of eight (8) months.
2. The Rumble Trim Weld Cell where the anticipated load for a twelve (12) month period is projected to exceed fifty (50) sets for that period. A maximum of four (4) employees will be employed on the weekend shift on this operation.

Once the pilot project has been completed, the parties will meet to discuss issues arising from the operation of the weekend shift arrangement.

.../2

The Company will meet with the Union at least thirty (30) days in advance of its intent to start a weekend shift in order to discuss issues related to the implementation of the weekend shift arrangement.

Any weekend shift implemented will be operated for a minimum of three (3) months.

The Union and affected employees will be given a minimum of thirty (30) days notice that weekend shift arrangement will be discontinued.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Weekend Shift Arrangements

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated _____, relating to Weekend Shift Arrangements.

Subject to the terms of the Weekend Shift Arrangements Pilot letter, the Company may schedule weekend shifts in situations where continuous operations are necessary in order to maximize the utilization of the Magerle Grinder and the Rumble Trim Weld Cell, to meet customer requirements. The following will apply to employees assigned to such weekend shifts:

- Employees assigned to these weekend shifts will work two (2) shifts of twelve (12) hours each. They shall be paid a weekend hourly pay rate of 1.67 times the Job Rate or applicable progression step rate for each hour worked. The shift hours will be as follows:

Nights

Friday 11 pm to Saturday 11 am

Saturday 11 pm to Sunday 11 am

Days

Saturday 11 am to 11 pm

Sunday 11 am to 11 pm

In the event that only one weekend shift is operated, the hours will be Saturday 7 am to 7 pm and Sunday 7 am to 7 pm.

- On the subject weekend shifts, a 0.5 hr lunch period will be assigned and employees will be paid an allowance of 0.5 hours at the applicable rate. Two paid fifteen (15) minute breaks will also be granted.

.../2

- Incumbents on the relevant Job Classification(s), as applicable, will be given the first opportunity to volunteer for weekend shifts. Should the number of volunteers exceed the number required, selection will be made on the basis of skill and ability and, where equal, seniority shall be the deciding factor. In the event the requirement cannot be met by such process, the job will be posted in accordance with Appendix "F" of the Collective Agreement. In the event that a sufficient number of qualified applicants are not secured from the posting process, the Company may hire new employees to staff the weekend shift.
- Shift Changes: It is recognized that employees assigned to weekend shifts should use vacation where possible to allow for weekends off. However, for special occasions, a weekend shift employee may change with a non weekend shift employee. Since this is a voluntary change, in no case would either employee be eligible for premium pay for the regularly scheduled hours. Unless this change is made within the same pay period, there will be a disruption in pay.
- A maximum of three (3) shift changes will be granted per employee per year and only one employee per shift may change with a weekday shift employee. This arrangement must not result in an employee working more than twelve (12) consecutive hours or having **less** than eight (8) hours off between shifts.

The following amendments are made to the Collective Agreement:

Article 4 – Reporting for Work

4.02 Change 4 hours to 6 hours

4.03 "... he/she will not qualify for work or pay unless he/she has informed the company by no later than 12:00 noon on the day immediately prior to the day that he/she will be returning to work."

.../3

4.04 Employees who are called in outside of their regularly assigned hours will receive three (3) hours work or pay at his/her weekend hourly pay rate (5 hours time at the Job Rate).

Article 6 – Hours of Work and Overtime

Sections 6.01 to 6.04 do not apply.

Article 7 – Specified Holidays

Unless a specified holiday falls on a weekend, it will be paid at the regular straight time Job Rate i.e. 8 hours pay. For each of the two personal floater days, employees will be paid twelve (12) hours at their regular straight time hourly pay rate for each such holiday. Where Christmas Day, Boxing Day and New Year's Day fall on a weekend, 20 hours pay at straight time rate will be given for each such holiday.

Article 8 – Vacations With Pay

For purposes of this Article, one week will equal one weekend shift arrangement.

Article 9 – Wages

For purposes of this Article, one week will equal one weekend shift arrangement.

Article 13 – Seniority; Article 14 – Probationary Employees & Article 28 – Employee Displacements Through Technological Change

For purposes of these Articles, one weekend shift arrangement will equate to one week or five working days.

Article 27 – Bereavement Pay

27.03 a) Payment will be made for up to forty (40) hours equivalent absence in the case of the death of a member of the employee's immediate family as defined in Section 27.02 a) and in such case, the time to be paid for may be any two (2) consecutive working days from the day of death through the second day after the funeral, inclusive.

..J4

- b) Payment will be made for up to one (1) day's absence in the case of the death of a member of the employee's **immediate family as defined in Section 27.02 b) and** in such case, the time to be paid for may be for any working day from the day of death through the day after the funeral, inclusive.
- c) Payment will be made for one day's absence to attend the funeral in the case of the death of a member of the employee's immediate family as defined in Section 27.02 c).

Further, under the Long Term Disability Plan, the four **(4)** normal working days (32 hours) referenced in 5. a) i), shall equate to 4/5 of the elapsed hours for employees working under the weekend shift arrangement.

It is recognized by the Company, and the Union, that difficulties could emerge which have not been considered. In such cases, it is the intent of both parties to be flexible with the objective of finding the best solution considering the practical realities of both employee and Company needs.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented

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. Doug Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Shift Lead Hand

This will confirm the understanding between the parties reached during negotiations for the Collective Agreement dated _____, relating to Shift Lead Hand.

When the Company decides to introduce a Shift Lead Hand Classification, the Company and Union will meet to discuss the specifics of the implementation prior to the job being posted.

For purposes of the application of Article 13, Seniority, of the Collective Agreement, an incumbent in a Shift Lead Hand position shall be deemed to be in the Labour Grade of his/her former Job Classification.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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

INDEX

SECTION B - Letters Not Forming Part of the Collective Agreement

- B-1** LTD Resolution Procedure
- B-2** Out-Patient/In-Patient
- B-3** Long Term Disability Benefit Plan
- B-4** Pension Plan - 6.05 b) and 6.05 d)
- B-5** Advisement of Practice
- B-6** EAP Joint Advisory Committee
- B-7** Pension Plan Application

Mr. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: LTD Resolution Procedure

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____, although not forming a part thereof, relating to an LTD Resolution Procedure concerning Long Term Disability claims.

The Company and the Union agree that when there is an issue of entitlement to benefits or continued entitlement related to a Long Term Disability claim, at the request of the employee, the parties will refer the issue(s) to a third party physician for the purposes of evaluating all aspects of the claim and issuing a binding decision. Such third party physician will be mutually selected by the employee's physician and the Company's physician.

Copies of the medical aspects of the decision will be provided to both the employee's physician and the Company's physician. The third party physician will also inform both the Company and the Union as to his/her decision with respect to entitlement of benefits.

In the event the employee selects this option, he/she shall be required to sign a release waiving any right to any type of legal action against the Company or its insurer regarding the disputed claim.

.../2

The Company further agrees to pay up to a maximum amount of \$1,500.00 per claim, for the medical opinion of the third party physician.

Yours truly,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Out-Patient/In-Patient

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____ although not forming a part thereof, relating to the interpretation of Section III 5. a) ii) of the Long Term Disability Benefit Plan for the term of this Agreement.

The subject article deals specifically with exceptions to the four **(4)** day waiting period required prior to the commencement of LTD benefits. The two exceptions are absence due to accident or illness, and disability as a result of admission as an in-patient in the hospital. Due to the advancement of certain medical techniques, certain conditions which have historically required admission as an in-patient are now being performed on an out-patient basis, thus making those conditions ineligible for exception from the four **(4)** day waiting period. While the parties recognize that the actual procedure may no longer require admission, in most cases the convalescence period has not been substantially reduced. The current language in the plan is an attempt to differentiate more serious operations, requiring extended convalescence, from minor operations requiring only short-term absences from work. In the past, it was possible to make such a differentiation based on in-patient and out-patient status. Clearly, that is not the case currently as demonstrated by the example above.

.../2

Therefore, until April 22, 2011, Long Term Disability Plan benefits will commence upon the date of the performance of a surgical procedure where:

The illness requiring the surgical procedure has historically required admission in a hospital as an in-patient for more than 24 hours, and; post surgery convalescence will require an absence from work for more than four (4) days, and; the surgical procedure historically resulted in eligibility for the receipt of disability benefits commencing on the date of admission as an in-patient in a hospital.

Such surgical procedures shall include, but not be limited to, gall bladder removal and cataract removal.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Long Term Disability Benefit Plan

For the duration of the Agreement on Long Term Disability Benefit Plan effective _____, 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,

Carole Linton, Manager
Employee Relations - Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Pension Plan – 6.05 b) and 6.05 d)

This will confirm that for the duration of the Agreement on Pension Coverage effective April 23, 2008, although not forming a part thereof, it is intended, in section 6.05 b) of the above Agreement that "any form of payment" shall mean payment from the Company.

In application of section 6.05 d) of the referred to Agreement "alternate employment" shall mean employment in the Hamilton-Burlington area.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Advisement of Practice

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

When Sun Life requests medical information directly from the employee in any circumstances other than the initial assessment of eligibility for benefits, the Company agrees to pay up to \$50.00 towards the cost of completing the form for one (1) such request per calendar year. The Company will make such reimbursement directly to the employee upon presentation of a valid receipt from such doctor/physician.

.../2

The parties agree to meet during the term of the Collective Agreement to discuss issues related to the Long Term Disability Benefit Plan administration.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: EAP Joint Advisory Committee

This will confirm the understanding between the parties with respect to the Collective Agreement dated _____ although not forming a part thereof, relating to the Employee Assistance Program (EAP).

It is recognized by the parties that substance abuse is a serious medical and social problem that can affect employees. To assist employees in dealing with these issues as well as any other personal problems, the Company and the Union have agreed to establish a Joint Advisory Committee in conjunction with the Employee Assistance Program provider.

The Union will designate two (2) employees as Joint EAP Advisory Committee members and the Company will designate two (2) employees. These four (4) employees will work with the EAP provider to review the effectiveness of the program and guide the delivery of services.

A telephone line will be provided in the current Union office for the use of the Union Committee members of the Joint Advisory Committee and to allow employees to contact committee members. In addition, the Company will provide a secure file cabinet for the sole use of such committee members.

...12

These committee members will also assist employees who have identified a problem in obtaining appropriate referrals through the Employee Assistance Program.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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. D. Brown, Unit Chairperson
National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (C.A.W. Canada)
Local 504
307 Queenston Road
Hamilton, Ontario, L8K 1H3

Dear Sir:

Re: Pension Plan Application

This will confirm the practice with respect to the calculation of pension benefits for employees who are laid off from employment and whose employment is subsequently terminated due to the expiry of their recall rights or otherwise.

Such employees will have their accrued pension benefits, if any, calculated on the basis of the benefit rate in effect as of their date of layoff.

Notwithstanding the above, any employee laid off during the term of the Collective Agreement expiring April 22, 2005, will have his/her pension, if any, calculated at the benefit rate of \$42.00 for each year of pensionable service.

The pension plan does not form part of the Collective Agreement.

Yours truly,

Carole Linton, Manager
Employee Relations- Represented Employees

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

**LETTERS OF UNDERSTANDING
SIGNING PAGE**

The foregoing Letters of Understanding are hereby confirmed by the parties.

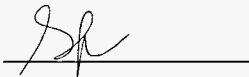
SIGNED BY THE PARTIES HERETO
ON THE 30th DAY OF SEPT., 2008.

FOR:

SIEMENS FOSSIL
POWER GENERATION
a division of Siemens
Canada Limited

FOR:

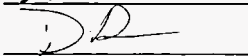
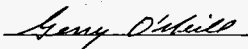
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF
CANADA, (CAW) LOCAL 504



Charles Sutton

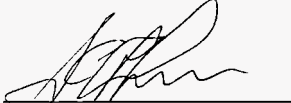


D. A. Leilman



FOR:

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



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184