

AGREEMENT

AGREEMENT entered into this 16th day of July 1993.

BETWEEN:

WESTINGHOUSE CANADA INC.

Located at 2185 North Sheridan Way, in the
City of Mississauga, Ontario and herein acting with
respect only to such location;

(hereinafter called "The Company")

AND

NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA (CAW - CANADA)
and its Local 512;

(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 The Company recognizes the Union as the collective bargaining agency for all its hourly rated employees of its Plant located at 2185 North Sheridan Way in the City of Mississauga, Ontario save and except foremen, office, sales and technical staff.
- 1.02 In the interest of promoting understanding of the Agreement, the Company will supply present and future employees with a copy of this Agreement.
- 1.03 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of both parties, it will promote amongst its members good workmanship and regular attendance. It is further agreed by the Union that the employees will at all times protect the property of the Company against damage by themselves or others.

Article 2

RELATIONSHIP

- 2.01 a) The parties hereto agree that any employee to whom this Agreement applies may exercise or refrain from exercising his/her right to become a member of the Union, and that there shall be no discrimination against either Union or non-Union members.
- b) It is agreed that there shall be no discrimination by the Company or the Union on the grounds of race, colour, creed or sex.
- 2.02 The Union agrees that unless duly authorized:
- a) Union meetings will not be held on Company premises.
- b) No employee or Union official will solicit membership in the Union 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 shall be cause for discharge or for discipline of such employee by the Company, but the Company's actions are to be subject to the provisions of the grievance procedure of this Collective Agreement.

Article 3

MANAGEMENT RIGHTS

- 3.01 It is recognized that management of the plant and direction of the working forces are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement. The exercise of such rights shall include but not be limited to:
- a) The right to hire, assign, increase, and/or decrease the working forces, promote, demote, transfer, and make temporary lay-offs, for lack of business or materials.

- 3.01 b) The determination of: the number and location of plants, the products 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 material 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 proper 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 or technological advancements, the Company may from time to time, without reference to seniority hereinafter set forth, hire, teach, transfer, or assign duties to technically trained persons and technical students and deal with them as it deems advisable. This practice, however, shall not adversely affect the employees in the bargaining unit.
- 3.04 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

Article 4

REPORTING FOR WORK

- 4.01 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available, he/she will receive alternate work or pay equivalent to four (4) hours at his/her hourly earned rate. This will not apply under the following conditions:
- 4.01 (a) Where the employee has been informed a minimum of six (6) hours in advance of his/her regular starting time that he/she is not to report for work.
- (b) Where the plant or part of it, or its equipment, is damaged by fire, lightning, flood or tempest.

- 4.01 (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.
- 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 rate for the balance of the four (4) hours not worked.
- (b) If alternate work is available, then the employee may be assigned to that work and he/she will receive a minimum of four (4) hours at his/her hourly rate.
- 4.03 An employee who is called in outside of his/her regular assigned hours will receive not less than four and one-half (4½) hours' pay at his/her hourly earned rate. When the call-in occurs on a Sunday and the employee is qualified to receive an overtime rate of double time, he/she will receive not less than six (6) hours' pay at his/her hourly earned rate. This shall not apply if such work is immediately prior to or succeeding his/her regular shift, or if a break is requested by the employee. In such cases the applicable provisions of Article 7 will apply.
- 4.04 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 or 4.02 unless he/she has informed the Company no later than 12:00 noon on his/her normal scheduled work day immediately prior to the day that he/she will be returning to work.

Article 5

WORKING CONDITIONS

- 5.01 It is the aim of the Company to provide for its employees a high standard of working conditions and to constantly strive to prevent accidents and health hazards by systematic safety inspections and the use of safety devices and guards. The Union will co-operate with the Company to maintain good working conditions and will assist in assuring observance of necessary safety rules.
- 5.02 The Company reaffirms its existing policy of welcoming from the Union, its members, or any employees, suggestions, regarding safety and health.
- 5.03 The total understanding between the parties regarding Safety and Health is set out in Appendix "A" to this Agreement.

Article 6

HOURS OF WORK

- 6.01 The normal daily hours of work shall be eight (8) hours, Monday to Friday inclusive. The Company does not guarantee to provide work for any period whatsoever. The Company may at any time change the hours of work, and agrees to so advise the Union before a change becomes effective.

Article 7

OVERTIME

- 7.01 An overtime rate of time and one-half computed at the end of a pay period at the hourly rate will be paid for all time worked:
- (a) in excess of forty (40) hours per week, or
 - (b) in excess of eight (8) hours per day, or
 - (c) on Saturday, or

Article 9

SPECIFIED HOLIDAYS

9.01 The Company agrees to pay an employee, as provided under Section 9.03 below, for the following specified holidays without requiring an employee to render service. For the application of the Sections of this Article, a specified holiday as listed, shall be observed on the day on which it occurs, except that if such 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:

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

In 1993

July 2
January 3, 1994

In 1994

July 4
December 23

In 1995

July 3
October 6

One additional Specified Holiday per employee per calendar year shall be observed on a date mutually agreed to by the employee and his/her supervisor or, failing such agreement by October 1 of each year, as scheduled by the Company.

9.02 An employee shall qualify for such holiday pay if:

- a) 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.

9.02 b) He/she works one or more shifts in the pay period in which the holiday falls and has been unable to complete the required five (5) full shifts referred to in sub-section (a) above on account of a lay-off due to work shortage or an absence due to verified illness in excess of the equivalent of four (4) shifts in the pay period in which the specified holiday is observed.

9.03 The day's pay will be calculated on the basis of the employee's hourly wage rate multiplied by the number of hours in the employee's standard work day. In the case of an employee who has worked on the second or third shifts for at least five (5) full shifts (at least one of which must be prior to the day of observance of the specified holiday except where the holiday is observed on the first day of the pay period) in the normal bi-weekly pay period in which the specified holiday is observed as provided in Section 9.01, the Company agrees to pay such employee the shift bonus as provided in Article 8, in addition to the day's pay under this Section 9.03, without requiring the employee to render service.

9.04 a) If the specified holiday is observed during an employee's annual vacation, payment for such holiday will be made. Annual vacation shall be considered as worked for the purpose of qualifying for specified holiday pay,

b) A second specified holiday in a pay period shall be considered as worked for the purpose of qualifying under Section 9.02(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 10

VACATIONS WITH PAY

10.01 Annual vacations will be paid on the following basis:

- a) Six (6) weeks after twenty-nine (29) years' continuous service if completed by December 31st.
- b) Five (5) weeks after twenty (20) years' continuous service if completed by December 31st.
- c) Four (4) weeks after eleven (11) years' continuous service if completed by December 31st.

- 10.01 d) Three (3) weeks after four (4) years' continuous service if completed by December 31st.
- e) Two (2) weeks after one (1) years' continuous service if completed by July 31st.

Vacations will be scheduled by the Company and shall be completed within the calendar year.

The Company may, in respect of a fifth and sixth week of vacation as set out in Section 10.01 above, exercise an option to make payment for such week(s) in accordance with Section 10.02, 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.

- 10.02 The allowance for each week of vacation will be determined by multiplying the average hourly earnings (exclusive of overtime premium and shift bonus) by the number of hours in the employee's regular weekly schedule, not to exceed the minimum number of hours per week which the employee may be required to work before an overtime premium becomes payable. Average hourly earnings will be obtained from the second pay period prior to the vacation. It is not permissible to postpone the vacation period or any part thereof from one year to another. All vacations must be completed within the calendar year.

- a) An employee with less than twelve (12) months' continuous service will be paid a vacation allowance on the basis of four per cent (4%) of the employee's earnings during the period from the employee's date of hiring to July 31st.
- b) Employees who have been laid off for a period in excess of sixty (60) working days during the vacation year (August 1st to July 31st), will be paid vacation pay in the amount of 4%, 6%, 8%, 10%, or 12%, whichever figure is applicable, of his/her gross earnings during that year.

- 10.03 Employees who leave the Company's employ for any reason will be paid as follows:

- a) Employees with less than twelve (12) months' continuous service will be paid four per cent (4%) of earnings in the vacation year.

- 10.03 b) Employees with twelve (12) months' or more continuous service will be paid 4%, 6%, 8%, 10% or 12%, depending on the years of continuous service, of the actual earnings in the vacation year.

Article 11

WAGES

- 11.01 The job classifications covered by this Agreement have been evaluated and employees on such job classifications shall be paid in accordance with the appropriate labour grade wage structure as contained in Section 11.02

The code numbers, titles and labour grades of the job classifications covered by this Agreement shall be contained in the "Job Classification Schedule" which may be amended from time to time in accordance with Section 11.04 of this Article.

- 11.02 The labour grades and respective job rates in effect during the term of this Agreement are as set out herein.

EFFECTIVE: JULY 17, 1993

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	\$13.612	\$15.124	\$ - . - - -	\$15.124
2	13.694	15.215	- . - - -	15.215
3	13.825	15.361	- . - - -	15.361
4	13.902	15.447	- . - - -	15.447
5	14.029	15.588	- . - - -	15.588
6	14.203	14.992	15.781	15.781
7	14.450	15.252	16.055	16.055
8	14.632	15.445	16.258	16.258
9	15.062	15.898	16.735	16.735
10	15.731	16.605	17.479	17.479
11	16.303	17.208	18.114	18.114

EFFECTIVE: APRIL 25, 1994

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	\$13.702	\$15.224	\$ - . - - -	\$15.224
2	13.784	15.315	- . - - -	15.315
3	13.915	15.461	- . - - -	15.461
4	13.992	15.547	- . - - -	15.547
5	14.119	15.688	- . - - -	15.688
6	14.293	15.087	15.881	15.881
7	14.540	15.347	16.155	16.155
8	14.722	15.540	16.358	16.358
9	15.152	15.993	16.835	16.835
10	15.821	16.700	17.579	17.579
11	16.393	17.303	18.214	18.214

EFFECTIVE: APRIL 25, 1995

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	\$13.792	\$15.324	\$ - . - - -	\$15.324
2	13.874	15.415	- . - - -	15.415
3	14.005	15.561	- . - - -	15.561
4	14.082	15.647	- . - - -	15.647
5	14.209	15.788	- . - - -	15.788
6	14.383	15.182	15.981	15.981
7	14.630	15.442	16.255	16.255
8	14.812	15.635	16.458	16.458
9	15.242	16.088	16.935	16.935
10	15.911	16.795	17.679	17.679
11	16.483	17.398	18.314	18.314

In the event this Section 11.02 is amended pursuant to Article 31, the Start Rates shall be amended to equal 90% of the respective Job Rate and the three month Step Rates, Labour Grade 6 through 11, shall be amended to equal 95% of the respective Job Rate.

11.03 Wage Progression shall apply at the time of hiring, recall and transfer of employees.

a) Wage Progression provides for:

- i) A period of three (3) calendar months of worked time to qualify for the job rate of job classifications, labour grade No. 1 to No.5 inclusive.
- ii) A period of six (6) calendar months of worked time composed of two (2) three-month periods to qualify for the job rate of job classifications, labour grade No. 6 to No. 11 inclusive.
- iii) Payment at a step rate one (1) or two (2) steps below the job rate for his/her job classifications, in accordance with Section (a)i) and ii) hereof.
- iv) The qualifying periods referred to herein are three (3) calendar months of worked time to qualify for progression in hourly wage rate. If an employee in the process of qualifying for progression in hourly wage rate is not at work for a period of more than five (5) full shifts during a qualifying period of three (3) months, time equivalent thereto in excess of five (5) full shifts shall be added to his/her qualifying period of three (3) calendar months.

b) When employees are hired, they will be paid in accordance with (a).

c) When employees are transferred:

- i) 1. If transferred to a job classification having a lower labour grade and the employee's pre-transfer rate was the job rate, his/her new hourly wage rate will be the job rate for the job classification to which he/she is transferred.

11.03 c)

- i)
 2. If transferred to a job classification ranked in a lower labour grade and the employee's pre-transfer rate was a progression qualifying labour grade rate, he/she will be paid the same hourly wage rate and continue in the progression schedule, except in cases where the employee's pre-transfer progression qualifying labour grade rate is equal to or greater than the job rate for the job classification to which he/she is transferred, he/she will be paid such job rate.
- ii)
 1. If transferred to a job classification having the same labour grade, and the employee's pre-transfer rate was the job rate, his/her new hourly wage rate will be the job rate for the job classification to which he/she is transferred.
 2. If transferred to a job classification having the same labour grade, and the employee's pre-transfer rate was a progression qualifying labour grade rate, the employee will be paid a relative progression qualifying labour grade rate for the job classification to which he/she is transferred, and the employee shall complete the balance of the time periods required to qualify for the job rate of the job classification to which he/she is transferred.
 3. If transferred to a job classification ranked in a higher labour grade, the employee will be paid as follows:
 - i) if his/her pre-transfer rate is the Job Rate he/she will be paid one step rate below the Job Rate for the job classification to which he/she is transferred, or his/her pre-transfer rate whichever is higher, and complete the necessary time period to qualify for the Job Rate.

- 11.03 c) ii) if his/her pre-transfer rate is a step rate, he/she shall be paid at the same rate, or the start rate for the job classification to which he/she is transferred, whichever is the higher, and complete the time periods necessary to qualify for the Job Rate.
- d) When employees are recalled or otherwise return under the terms of Article 12 to a job classification in which he/she has a previous record of employment, he/she will be paid the job rate or qualifying labour grade rate in accordance with his/her previous position in the progression schedule for such job classification and complete the balance of the time periods required to qualify for the job rate.
- 11.04 a) i) The responsibility for evaluation of any work performed by hourly rated employees covered by this Agreement 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, as presented to the Union in 1963. The Job Evaluation Programme, as such referred to above, having been selected by the Company, may not be the subject of a grievance.
- ii) When a new and/or changed job classification is occupied by employee(s), the Company will notify the Chief Steward of its implementation and will supply five (5) copies of the Job Identification and the factor ratings, together with the rate, labour grade, date of implementation and department and employee(s) affected.
- iii) The Union or an incumbent employee in the job classification concerned may file a grievance, in writing, with the Company, under Section 20.04, Grievances, alleging that the new or changed job classification established under Section 11.04(a)ii) has been improperly labour graded as a result of inconsistent application of the Job

- 11.04 a) iii) Evaluation Programme, and/or does not bear proper labour grade relationship to undisputed job classifications. It is provided, however, that any such grievance must be filed not later than fifteen (15) working days from the date when the Chief Steward is notified of implementation of such new or changed job classification under Section 11.04(a)ii).
- iv) In the event that such grievance is processed to Arbitration, under Article 21, the authority of the Board of Arbitration shall be limited to:
- Confirming the labour grade of the job classification, or assigning a revised labour grade by using the criteria as in Section 11.04(a)i) above.
- v) If the grievance and/or arbitration awards results in an upgrading of the disputed job classification to a higher labour grade, the wage adjustment will be made retroactive to the date such new or changed job classification was first applied to the incumbent(s),
- b) i) An employee claiming that the wrong job classification has been applied to the work performed by him/her, and the primary function and the job content of an existing job classification is properly applicable to the work performed by him/her, may within fifteen (15) working days of the date when the wrong job classification was first applied to the work performed by the employee, make such claim the subject of a grievance under Section 20.04, Grievances.
- ii) In the event that such grievance is processed to arbitration, under Article 21, the authority of the Board of Arbitration shall be limited to confirming the job classification or assigning another job classification by using the criteria as in Section 11.04(a) i) above.
- iii) If the grievance and/or arbitration award results in a reclassification of the employee to a job classification having a higher labour grade, the wage adjustment will be made retroactive to the date when the wrong job classification was first applied to the work performed by him/her.

- 11.04 c) i) An employee claiming that the Company has changed the primary function and/or content of the work performed by him/her as contained in the Job Identification to the extent that the job classification is improperly labour graded as a result of inconsistent application of the Job Evaluation Programme, and/or does not bear proper labour grade relationship to undisputed job classifications may make such a claim the subject of a grievance under ~~Section~~ 20.04, Grievances.
- ii) In the event that such grievance is processed to arbitration, under Article 21, the authority of the Board of Arbitration shall be limited to confirming the job classification, or assigning a revised labour grade by using the criteria as in Section 11.04(a) i) above.
- iii) If the grievance and/or arbitration award results in an upgrading of the disputed job classification to a higher labour grade, the wage adjustment will be made retroactive not more than fifteen (15) working days prior to the date of such grievance.
- d) On application to the Minister of Labour under Article 21, Arbitration, for the appointment of an impartial chairman in the case of grievances filed under 11.04 herein, such chairman shall have qualifications with respect to job evaluation practices.

Article 12

SENIORITY

- 12.01 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 last hiring date 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.

12.02 Seniority lists will be established and compiled by the Company and posted on the appropriate bulletin boards throughout the Plant. The lists shall be fully revised by the Company at least once every six (6) months. Copies of the seniority lists and revisions thereof shall be supplied to the Chief Steward and to the Union office.

12.03 a) In lay-offs, transfers due to work shortages and recalls, seniority shall be given preference provided the employee or employees concerned have the skill and ability to meet the normal requirements of the job.

b) Following the application of 12.03(a), an employee about to be laid off will be transferred to a job held by a more junior employee for up to a maximum of ten (10) working days training period, where there is reasonable evidence in the Company records or furnished by the employee that the employee has the skill and ability to meet the normal requirements of the job within a maximum period of ten (10) working days.

An employee who is transferred under this section and meets the normal requirements of the job within the above mentioned time limits will be deemed to be transferred to such job.

An employee who is transferred under this section and is unable to meet the normal requirements of the job within the above mentioned time limits will be eligible for one (1) further transfer to a job he/she can do providing he can perform it without training as otherwise provided in this sub-section.

c) Promotions shall be based on skill, ability, and efficiency of the individual, with seniority being recognized by the Company as an additional factor in cases where, in the opinion of the Company, there is equal skill, ability or efficiency.

d) An employee who has been transferred as a result of the transfer and/or lay-off provisions of this Article, shall be given an opportunity, if and when production conditions improve, and before additional employees are hired, of returning to a comparable job. This provision will be limited to a period of two (2) years from the date of the original transfer and/or lay-off. An employee who declines the opportunity of returning to a comparable job shall forfeit the right of returning thereafter.

12.04 As applied to individual employee(s), the Company may lay-off an employee without regards to the seniority provisions of this Agreement, up to five (5) working days in each four-month period commencing with January 1st of each calendar year . In calculating the five (5) working days above, a lay-off for the second half of a shift shall be counted as a half-day against the five (5) working days.

Time lost by an employee due to a shutdown caused by fire, lightning, flood or tempest causing damage to the Plant or part of it or its equipment or due to circumstances beyond the Company's reasonable control will not be subject to the seniority provisions of this Agreement nor will it be counted in the five (5) working days exception referred to herein.

12.05 The Company will give an employee five (5) working days notice of lay-off, except that this provision will not apply:

- a) to probationary employees
- b) to lay-offs as a result of any slowdown, strike, or other work stoppage or interference with work,
- c) to lay-offs owing to circumstances beyond the Company's reasonable control,
- d) to employees who have received an initial notice of lay-off pursuant to Section 12.03(b).

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

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

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

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

- a) If the employee leaves the employ of the Company.
- b) If discharged for just cause and such discharge is not reversed through the grievance procedure provided herein.

- 12.08 c) If the employee fails after a lay-off to return to work within seven (7) working days after the Company has given such employee notice of recall.
- d) If an employee overstays a leave of absence without the written permission of the Company; provided, however, overstaying a leave of absence for a period of not more than seven (7) working days shall not result in loss of seniority if it is due to circumstances beyond the control of the employee, which shall be properly verified to the Company, upon request in writing, and which prevented him/her from returning to work upon completion of such leave of absence.
- 12.09 A Chief Steward who has five (5) or more years' seniority shall have preferential seniority, exercisable within the plant in respect of a lay-off or transfer out of the plant resulting from lack of work, provided he/she can meet the normal requirements of the work available.

Article 13

PROBATIONARY EMPLOYEES

- 13.01 The Company has full right to discharge probationary employees for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of Section 43.1 of the Labour Relations Act. A grievance may be filed by a probationary employee who has been discharged,

Article 14

LEAVE OF ABSENCE

14.01 Leave of absence without pay for full time Union work will be granted to one (1) member of the Union with seniority standing 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, he/she will be given re-employment on the basis of his/her continuity of seniority in his/her former position or in a similar position at the rate prevailing at the time of such re-employment. An employee who is granted such leave of absence under this Section and who returns to work on completion of his/her mission will be ineligible for another such leave within a period of twelve (12) months. Continuity of seniority will only be granted to such member upon resumption of employment with the Company.

14.02 The Union may appoint or elect an employee(s) to attend a convention or conference, or for other reasons as specified below, and such employee(s) will be granted leave of absence without pay by the Company if reasonable notice is given. The employee(s) will maintain and accumulate seniority during such leave of absence.

The following conditions will apply:

- a) Each leave must not exceed seven (7) days;
- b) Not more than three (3) leaves will be granted to an individual employee in any one (1) year:
- c) Not more than three (3) employees will be granted leave at any one time, except for negotiation purposes when not more than four (4) employees will be granted leave.
- d) Not more than thirty-five (35) man days total leave of absence will be granted in any one (1) year.

Time spent by an employee on negotiation preparations and processes, or while attending a hearing of a Board of Arbitration in connection with a dispute or grievance, involving the parties to this Agreement, shall not be subject to (a), (b) and (d) above.

14.02 The Union agrees that, except for leaves for negotiation purposes, the Company may withhold leaves requested and ask the Union to substitute other employees if the numbers of leaves requested in respect of any job or section interferes with the operating requirements of the Company.

14.03 In addition to the leaves of absence provided for in Section 14.02, the Company will grant leaves of absence to a maximum of two (2) per month, on the basis of:

- a) one (1) day for two (2) employees, or
- b) -two (2) days for one (1) employee,

to conduct Union business in connection with the administration of this Agreement and/or the administrative function of the Local Union.

14.04 Pregnancy Leave

- a) Subject to the following conditions, the Company will grant leave of absence without pay to a pregnant employee at her request.
 - i) Such employee must have thirteen (13) weeks of employment before the expected birth date.
 - ii) A pregnancy leave referred to in section 14.04 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.

- 14.04 a)
- v) In the event of medical complications arising out of and caused by the pregnancy, the employee will advise the Company forthwith, and in any event not later than two (2) weeks following her cessation of work, of the date the pregnancy leave is to commence,
 - vi) In the event an employee decides to alter the period of her pregnancy leave, she shall provide the Company with four (4) weeks notice, in writing, of such an amendment.

b) Parental Leave

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

- i) Such employee must have thirteen (13) weeks of employment prior to the birth or prior to the initial time the child comes into the custody, care and control of the employee.
- ii) The parental leave of an employee who has taken pregnancy leave, must begin when the pregnancy leave ends and in any event shall not exceed eighteen (18) weeks duration.
- iii) The parental leave of an employee who is not entitled to take pregnancy leave must commence not later than thirty-five (35) weeks after the birth or following the initial time the child comes into the custody, care and control of the employee.
- iv) Parental leave referred to in Article 14.04 b(iii) above shall not exceed eighteen (18) weeks duration.
- v) An employee who wishes to take parental leave shall advise the Company in writing at least two (2) weeks prior to the commencement of such parental leave.
- vi) In the event an employee decides to change the period of the requested parental leave in order to return to work earlier than originally requested, the employee shall provide the Company, in writing, such notification at least four (4) weeks prior to the date the employee returns to work.

14.04 c) Other Provisions

- i) An employee shall maintain and accumulate seniority while absent from work on pregnancy and/or parental leave.
- ii) Upon the conclusion of the pregnancy leave and/or parental leave, the employee shall be reinstated to the job classification occupied by the employee immediately prior to the commencement of such 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 12, Seniority.

14.05 Leaves of absence without pay will not be unreasonably withheld by the Company where such leave of absence is requested for personal reasons.

Article 15

TRANSFERS

15.01 For transfers from a higher to a lower paying job at the specific request of the Company, the employee will retain the higher rate for the duration of the transfer.

15.02 For transfers at the request of the employee, or due to problems arising from or due to lay-off, payment at the higher rate will be made for the balance of the current pay period.

Article 16

DISCHARGE AND SUSPENSION CASES

16.01 a) A claim by an employee that he/she has been discharged or suspended without just cause from his/her employment shall be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged with the Company, in the second stage of the grievance procedure within four (4) working days immediately following the date of discharge or suspension.

- 16.01 a) Disposition in the case of a suspension shall be made within ten (10) working days; and in the case of a discharge shall be made within six (6) working days after the date of filing of the grievance except where such case goes to arbitration.
- b) The four (4) working day limitation referred to in sub-section (a) above, will not apply if the employee is able to prove his/her inability to communicate with the Company within that period by reason of verified illness, provided however, the Company shall not be liable for retroactive payments prior to four (4) working days from the date of filing such grievance.
- c) Prior to leaving the Plant, such an employee if he/she so requests, shall have the right to see his/her Steward, except where more than two (2) employees from the same department are suspended or discharged.

16.02 Such special grievance may be settled:

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

Article 17

STEWARDS

- 17.01 a) The Company acknowledges the right of the Union to appoint or elect one (1) employee as Steward to assist employees in the Grievance Procedure as provided for under the provisions of Article 20.
- b) In addition to the Steward noted in (a) above, one (1) additional employee may be appointed or elected as "Chief Steward".

In the event that the second and third shifts each have more than ten (10) regularly scheduled employees, two (2) Stewards may be appointed or elected under this Section (b).

- 17.02 An employee will not be eligible to serve as a Steward or as a member of any Union committee until he/she has completed his/her period of probation.
- 17.03 The Union acknowledges that Stewards as well as other members of Union committees, and Union officers, will continue to perform their regular duties on behalf of the Company and that:
- a) Such persons will not leave their regular duties without obtaining permission from their foreman or immediate supervisor.
 - b) When resuming their regular duties after engaging in duties on behalf of the Union they will report to their foreman or supervisor immediately upon their return.
 - c) Any Union representative who is privileged by this Agreement to take up Union business in a section other than his/her own will also report to the foreman of that section at the time.
- 17.04 A Steward will assist in the Grievance Procedure as provided for under the provisions of Article 20 with the exception that when there is no Steward, or when the Steward is absent from the Plant, the Chief Steward may assist in the Grievance Procedure as provided for under the provisions of Article 20.
- 17.05 if the employee concerned so requests, a copy of a written notice of discipline will be given to the employee's Steward for the information of the Union as soon as practicable.

Article 18

MANAGEMENT GRIEVANCES

- 18.01 It is understood that the Company may bring forward and give to the Union at any time any complaint or grievance:
- a) With respect to the conduct of the Union, its officers, or committeemen.
 - b) With respect to the conduct of the employees generally,

- 18.01 c) With respect to the application or interpretation of the provisions of this Agreement.

The complaint or grievance will first be presented in writing to the Officials of the Union and if no satisfactory adjustment is reached within seven (7) working days, then the Company shall have the right to refer the matter to a Board of Arbitration as hereinafter described.

Article 19

COMPLAINT PROCEDURE

- 19.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible: both parties, therefore, recognize that the employee's supervisor should be informed as quickly as possible of the employee's complaint, and that in ordinary circumstances an employee should not consider that he/she has a grievance until he/she has given his/her immediate supervisor an opportunity to adjust his/her complaint.

Article 20

GRIEVANCES

- 20.01 Nothing herein shall prevent an individual employee from presenting and discussing a grievance on his/her own behalf, provided that if the Union has taken up a grievance on behalf of an employee with his/her consent, the withdrawal of such consent shall not prevent the Union from carrying such grievance on under the provisions hereof.

- 20.02 First Stage: If an employee has any matter to take up with the Company which is in the nature of a grievance, he/she should satisfy himself that he/she has complied with the provisions of Article 19, and failing reasonable satisfaction, an employee may present the matter in writing to the foreman of his/her Department as provided herein:

- a) The employee may request permission of his/her foreman to discuss and/or prepare a grievance with his/her Steward. The designation of the time and place involved in such discussion and/or preparation of the written grievance shall be subject to the direction of the foreman and shall be held during working hours on the day of the request or as soon as practical thereafter.

- 20.02 b) A written grievance, signed by the employee, shall be submitted by the employee, who may be accompanied by his/her Steward, to the foreman concerned. The foreman will sign the grievance and indicate the time and date received. The foreman shall give his/her answer in writing to the Steward within two (2) working days' of the date on which he/she receives the grievance.
- c) A seniority grievance concerning lay-off, recall or transfer, shall designate in such grievance at the time it is submitted in first stage, the name of the job incumbent whose job forms the primary claim of the grievor. It is understood that in addition to the primary claim, the employee shall be limited to naming not more than two (2) additional job incumbents whose jobs he/she claims. In the event that such grievance is posted to arbitration, the primary claim shall be the subject matter before the Board of Arbitration. If the job incumbent of such primary claim has been transferred or laid off prior to the date set by the Board of Arbitration, the employee shall advise the Company as to the alternate job incumbent selected from the names contained in the grievance, at least three (3) weeks prior to the date set by the Board of Arbitration.

- 20.03 Second Stage: If a settlement is not reached in the first stage, the grievance may be referred to the Union grievance committee made up of the Steward and the Chief Steward and such committee may take the matter up with the Plant Manager or his/her appointee.

Grievances must be filed within one (1) week after an answer has been given by the foreman in the first stage. The Plant Manager, or his/her appointee will, within five (5) working days after receipt of the grievance, convene a meeting to discuss the matter with the employee(s) and the Union grievance committee and render his/her decision in writing within one (1) week of such meeting.

- 20.04 A grievance alleging a violation of Article 11 will be filed directly with the Company by the Union, or the incumbent employee, in accordance with the time limits set forth in Sections 11.04(a)(iii), (b) (i), and/or (c)(i).

The Plant Manager, or his/her appointee, will within five (5) working days after receipt of the grievance convene a meeting with the employee(s) and the Union grievance committee. The Plant Manager will render his/her decision in writing within ten (10) working days of such meeting.

- 20.05 Grievances not filed within the time limits shown in Sections 16.01 and 20.03 shall be considered disposed of or settled. If the Company fails to comply with time limits set out in Sections 16.01, 20.02 and 20.03, the Union may process the grievance to the next succeeding stage.
- 20.06 At the Second Stage meeting the Union or the employee shall have the right to have present an agent or official of the Union or any employee possessed of factual knowledge touching the matter in question. The Company shall also have the right to have present thereat, any officers, officials or agents of the Company selected by it.
- 20.07 The Company shall not be liable for retroactive payments prior to twelve (12) months of the date of filing of the original grievance except that the Company shall not be liable for retroactive payments for more than seven (7) days from the date of any grievance which contends violation, misapplication or misinterpretation of the seniority provisions of this Agreement as set out in Article 12.
- 20.08 The Company will pay for fifty percent (50%) of the time lost by the Stewards on the Grievance Committee on grievances in the Second Stage. Not more than three (3) hours' pay in any one pay period shall be given to an individual member of the Grievance Committee.
- 20.09 The Union may file a grievance alleging violation, misinterpretation 'of any provision of this Agreement. Such grievance shall be filed with the Plant Manager, or his/her appointee, who shall, within one (1) week after receipt of the grievance, convene a meeting to discuss the matter under the Second Stage of the Grievance Procedure.

Article 21

ARBITRATION

- 21.01 If a grievance has not been settled under the procedures set forth in Section 20.02, 20.03, and 20.04 hereof, such may be referred to arbitration if a request for arbitration is made within thirty (30) days after the final answer is given as in Section 20.04. Such matters should be submitted for final decision to a Board of Arbitration as follows:

- 21.01 Within seven (7) days of the notice of the 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 of the Province of Ontario shall have the power, on the application of the parties hereto, to appoint an impartial chairman.
- 21.02 The unanimous or majority decision of the Board of Arbitration shall, with respect to matters coming within the jurisdiction of the Board pursuant to the provisions of the Agreement, be final and binding on both parties hereto, and should be rendered within seven (7) working days from the time the matter was referred to the Board.
- 21.03 Such Board of Arbitration shall have no jurisdiction to alter, change, amend, or enlarge, the terms of this Agreement.
- 21.04 Expenses which may be incurred in connection with the chairman will be borne equally by both parties to this Agreement.

Article 22

NO STRIKES OR LOCKOUTS

- 22.01 In view of the orderly procedure established herein for the disposition of employees' complaints or grievances, the Company agrees that during the term of this Agreement it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strike, slowdown, or other work stoppage or interference with work.

Article 23

CHECK-OFF

- 23.01 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 512 of the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW - Canada).
- 23.02 There will be no coercion or intimidation of any employee by either the Company or the Union in regard to the dues deduction arrangement.
- 23.03 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.
- 23.04 The Union agrees to keep the Company harmless from any claims against it by ~~an employee~~ ^{employees} which arise out of deduction under this Article.
- 23.05 It is agreed that before an employee enters the bargaining unit, the Chief Steward, or a Departmental Steward deputized by the Chief Steward, shall have the right to interview such employee during a five-minute period at a time and place to be ~~designated by the Company~~ ^{designated by the Company}. The expense of such interview will be borne by the Union.
- 23.06 Upon written authorization from an employee (in the form set out in Appendix "B"), the Company will deduct a specified uniform amount of initiation fee communicated by the Union to the Company.

Article 24

REPRESENTATIVES

- 24.01 The Union shall supply the Company with the name of those employees who have been elected Union officers, and stewards, authorized by this Agreement to represent the Union, and the Union shall keep such lists up to date and the Company advised accordingly.
- 24.02 The Company will supply the Union with the name of its foremen, superintendents, and other officials of the Plant who may be called upon from time to time to act as representatives of the Company in connection with the grievance procedure set out in this Agreement. The Company shall keep such lists up to date and the Union advised accordingly.

Article 25

INFORMATION TO THE UNION

- 25.01 Copies of all general notices which are posted on the plant bulletin boards, which deal with hours, wages, or working conditions will be given to the Chief Steward.
- 25.02 Lists of changes in employee status such as occupational classifications, starts, quits, discharges, transfers, lay-offs, recalls, and leave of absence granted by the Company under the provisions of Article 14, will be given to the Chief Steward (or when the Chief Steward is absent from the Plant, the Steward), Such lists shall include the employee's section and badge number and shall be supplied by the Company on the day the change occurs or as soon thereafter as practicable.

Article 26

NOTICES

- 26.01 The Company agrees to post in its plant, Union notices announcing-Union meetings or social events, subject to the following conditions:
- a) Such notice shall first receive the stamped approval of the Plant Manager prior to posting...

- 26.01 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 Plant Manager.
- 26.02 The Union agrees that it 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 Plant Manager.

Article 27

GOVERNMENT REGULATIONS

- 27.01 If any provision of this Agreement, now or hereafter, conflicts with any Provincial or Federal Law, it shall be considered automatically amended to conform with the provisions of the Law.
- 27.02 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 employee access to the work and agrees to transfer employees covered by the instructions.
- 27.03 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 12, but excluding the right to utilize the Grievance Procedure for the purpose of nullifying the Government's instructions.

Article 28

JURY DUTY

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

Article 29

BEREAVEMENT PAY

- 29.01 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.
- 29.02 Members of the employee's immediate family are defined for the purposes of this Agreement as:
- a) spouse, son, daughter, father, mother, and
 - b) brother, sister, father-in-law and mother-in-law, and
 - c) grandfather, grandmother, grandson, granddaughter, brother-in-law and sister-in-law.
- 29.03 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 29.02 (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 29.02 (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.

- 29.03 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 29.02 (c).
- e) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his/her immediate family.
- 29.04 An employee will not be eligible to receive payments under this Agreement for any period in which he/she is receiving other payments in the form of vacation pay, specified holiday pay, disability benefit, or Workers' Compensation.

Article 30

EMPLOYEE DISPLACEMENTS THROUGH TECHNOLOGICAL CHANGE

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

30.02 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 30.01 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 12.03.

A displaced employee unable to qualify for a training period as provided herein will be subject to the provisions of Section 12.03 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 12.03 in locating another job.

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

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

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

Article 3 1

COST OF LIVING

- 31.01 Following the release by Statistics Canada of the National All Items Consumer Price Index (hereinafter referred to as the CPI - base 1981=100) for October 1993, the Company shall compare such Index figures with the Consumer Price Index for July 1993. A cost of living allowance of one (1) cent for each 0.130 points calculated to the nearest full cent, by which the October 1993 Index is higher than the July 1993 Index, will be added to all Labour Grade Job Rates. Such a cost of living allowance will be effective as of the commencement of the first pay period after the Index for October 1993 is published,
- 31.02 Following the release by Statistics Canada of the CPI for July 1994 the Company shall compare such July 1994 Index figures with the CPI for April 1994. A cost of living allowance of one (1) cent for each 0.130 points by which the July 1994 Index is higher than the April 1994 Index, will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 31.02 exceeds the cost of living allowance which came into effect pursuant to Section 31.01 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for July 1994 is published.
- 31.03 Following the release by Statistics Canada of the CPI for October 1994, the Company shall compare such October 1994 Index figures with the CPI for July 1994 and a cost of living allowance of one (1) cent for each 0.130 points by which the October 1994 Index is higher than the July 1994 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 31.03 exceeds the cost of living allowance which came into effect pursuant to Section 31.02 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for October 1994 is published.

31.04 Following the release by Statistics Canada of the CPI for January 1995, the Company shall compare such January 1995 Index figures with the CPI for October 1994 and a cost of living allowance of one (1) cent for each 0.130 points by which the January 1995 Index is higher than the October 1994 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 31.04 exceeds the cost of living allowance which came into effect pursuant to Section 31.03 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for January 1995 is published.

31.05 Following the release by Statistics Canada of the CPI for April 1995, the Company shall compare such April 1995 Index figures with the CPI for January 1995 and a cost of living allowance of one (1) cent for each 0.130 points by which the April 1995 Index is higher than the January 1995 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 31.05 exceeds the cost of living allowance which came into effect pursuant to Section 31.04 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for April 1995 is published.

31.06 Following the release by Statistics Canada of the CPI for July 1995, the Company shall compare such July 1995 Index figures with the CPI for April 1995 and a cost of living allowance of one (1) cent for each 0.130 points by which the July 1995 Index is higher than the April 1995 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 31.06 exceeds the cost of living allowance which came into effect pursuant to Section 31.05 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for July 1995 is published.

- 31.07 Following the release by Statistics Canada of the CPI for October 1995, the Company shall compare such October 1995 Index figures with the CPI for July 1995 and a cost of living allowance of one (1) cent for each 0.130 points by which the October 1995 Index is higher than the July 1995 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 31.07 exceeds the cost of living allowance which came into effect pursuant to Section 31.06 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for October 1995 is published.
- 31.08 Following the release by Statistics Canada of the CPI for January 1996, the Company shall compare such January 1996 Index figures with the CPI for October 1995 and a cost of living allowance of one (1) cent for each 0.130 points by which the January 1996 Index is higher than the October 1995 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 31.08 exceeds the cost of living allowance which came into effect pursuant to Section 31.07 will be added to all Labour Grade Job Rates effective as of the commencement of the first pay period after the Index for January 1996 is published.
- 31.09 The cost of living allowance established under this Article shall not be paid nor form the basis of payment for hours treated as overtime hours for which a premium is to be paid.
- 31.10 The continuance of the cost of living allowance shall be contingent upon the availability of the relevant Statistics Canada Consumer Price Index in its present form and on the same base period of 1981 = 100.

Article 32

TRAINEES

- 32.01 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.
- 32.02 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.

2.03 Trainees shall acquire seniority as provided for under Article 12 - 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 12 - Seniority and conversely they shall not be subject to being displaced by other employees.

Article 33

DURATION AND TERMINATION

33.01 This Agreement shall remain in effect until July 17, 1996, and unless either party gives to the other party written notice of termination or of its desire to amend the Agreement, then it shall continue in effect for a further year without change.

Notice 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 date of this Agreement.

If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating such proposals within fifteen (15) days, after the giving of such notice, if requested so to do. Such negotiations shall not continue beyond the expiration unless the parties mutually agree to extend the period of negotiations.

The address of the parties for the giving of such notice shall be:

WESTINGHOUSE CANADA INC.
2185 North Sheridan Way
Mississauga, Ontario

NATIONAL AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA (CAW - CANADA)
44 Advance Road
Etobicoke, Ontario

5.
 - a)
 - ii) Two (2) hourly-rated employees appointed by the Union. It is understood that the Company may request the Union to temporarily substitute another employee (or employees) as its appointee(s) on the Safety and Health Committee in the event that the attendance of the regular Union appointee at the meetings of the Committee interferes with the operating requirements of the Company;
 - b) The number of appointees mentioned in a) i) and a) ii) above for the Plant 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 Chairman of the Committee.
 - e) The Safety and Health Committee will appoint a Secretary (an employee, not a member of the Committee may be appointed as Secretary).
6. The Safety and Health Committee is responsible for promoting safety, good housekeeping and accident and industrial illness prevention measures.
7. It is the function of the Safety and Health Committee and it has power to:
 - a) Identify situations that may be a source of danger or hazard to employees:
 - b) Make recommendations to the Company and the employees for the improvement of the safety and health of employees:
 - c) Make recommendations to the Company and the employees for the establishment, maintenance and monitoring of programs, 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,

- 7. d) 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, 1992 or similar legislation: and
- f) Send copies of minutes, recommendations, etc., to, among others, the Division Manager, the Manager of the Occupational Health and Safety Department, and the Union.

a. The Safety and Health Committee will normally meet monthly except during the month of December or when the Plant 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, 1992.

b) In the event of an accident resulting in serious injury to an employee, the Company will make provisions for a Union appointed Safety and Health Committee member and a Company appointed Safety and Health Committee member to participate in the investigation and to make recommendations of preventative measures to the Safety and Health Committee.

11. Members of the Safety and Health Committee are entitled to such time from work as is necessary to attend the scheduled meetings of the Committee, and to conduct the inspections and investigations outlined in (8), (9) and (10) above without loss of wages for the time so spent
12. The Company will provide the Safety and Health Committee with a copy of the following documents for each lost time accident or occupational illness:
 - a) the initial report to the Workers' Compensation Board (Ontario Workers' Compensation Board Form 7);
 - b) the Foreman's Report of Accident.

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

13. The Company will post and keep posted in a conspicuous place(s), the names and department of the members of the Safety and Health Committee.
14. If an employee has reason to believe that an unsafe condition exists as a danger to himself/herself or another employee he/she may refuse such work and:
 - a) he/she shall immediately notify his/her supervisor.
 - b) the supervisor, in the presence of the employee, a Union-appointed Committee member, and a Company-appointed Committee member of the Safety and Health Committee, shall investigate the matter and if it is agreed that the condition is unsafe, the supervisor will take all necessary steps to correct the condition and attempt to provide alternate work for the affected employee until such condition is corrected.

While alternate work is not available the affected employee will be 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 12.

14. 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 Plant Manager, Coil 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. The supervisor will also advise the Manager of the Occupational Health and Safety department. 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 12. However, if the decision of the inspector is;
- i) the condition is safe, such employee will be returned to the job as soon as possible;
 - ii) the condition is unsafe, such employee will be returned to the job as soon as possible after the unsafe condition is corrected and will be compensated for any loss of regular wages for up to the balance of the shift and two (2) additional shifts.
15. a) The Union appointed ~~Committee Member~~ called into the investigation as referred to in 14 (b) will be the one who normally covers that department. The Company will arrange for him/her to attend the investigation without delay, providing he/she is at work;
- b) The supervisor, the two (2) Committee members referred to in 14 (b) above, and the employee concerned are to be present during the investigation conducted by the inspector from the Occupational Health and Safety Branch of the Ministry of Labour as the result of the request outlined in 14 (c) above. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation, without loss of wages for the time so spent.
16. While an inspection is being conducted by an inspector from the Occupational Health and Safety Branch of the Ministry of Labour, he/she is to be accompanied by the supervisor (or his/her alternate) for each area that is inspected, as well as by one (1) Company-appointed member and one (1) Union-appointed member of the Safety and Health Committee.

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

17. If an employee reports an unsafe condition to hi&/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 9 of the Occupational Health and Safety Act, 1992.

The "Plant Manager, Coil Manufacturing" means the senior supervisor responsible for production in a division, or a part thereof.

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 appropriate Safety and Health Committee, to the Union, and posted in a conspicuous location in the workplace.

20. The Company will issue a set of Safety Rules to each employee and, depending on the nature of their work, additional manuals such as:

- a) Safe Practices for Crane Operations;
- b) Safe Practices for Electrical Testing;
- c) Safe Practices for Fork Lift Truck Operations.

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

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

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 sixty dollars (\$60.00) once per calendar year toward the cost of safety shoes approved by the Company.

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

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

22. Company-approved safety glasses will be required to be worn by all employees who work in or enter any area designated as an eye protection area. The Company's responsibility under this program will be to:

- a) designate the type and style of safety frames and lenses;
- b) designate the opticians authorized to dispense prescription safety frames and lenses;
- c) provide at no employee cost (other than prescription and fitting costs), through designated opticians, for employees requiring prescription glasses:
 - i) one (1) pair of safety frames and lenses,
 - ii) replacement safety frames and lenses, not more often than once every two (2) years, where an employee requires a change in prescription.
- d) provide "Plano" safety glasses for employees not requiring prescription glasses not more frequently than once every two (2) years;
- e) provide visitors' safety glasses for employees and visitors entering an eye protection area who do not normally work in such an area;
- f) request the Workers' Compensation Board to replace safety glasses broken or damaged as a result of work-related activity;
- g) replace at no employee cost (other than fitting costs) prescription safety frames or lense(s) that have been broken or damaged as a result of work related activity, excepting breakage or damage, the replacement cost of which, is available to the employee from the Workers' Compensation Board.

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

- a) provide a prescription or evidence of a changed prescription, as applicable, from an ophthalmologist or optometrist;
- b) pay for any fitting charge levied by the optician;
- c) pay for the lost, damaged, or replaced prescription safety glasses, except as otherwise provided for herein;

22. d) pay for "Plano" safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.
23. At the request of either party a meeting will be held at a mutually convenient time for the purpose of discussing matters related to the safety and health of employees. The party making a request for a meeting will supply to the other, at least three (3) working days in advance of the proposed meeting, a list of the topics to be discussed. Each party will send to the meeting not more than three (3) representatives.
24. This appendix should be read in conjunction with the Occupational Health and Safety Act 1992 and will not be subject to the grievance and arbitration procedure, except as is provided for by the Occupational Health and Safety Act 1992.

Appendix "B"

WESTINGHOUSE CANADA INC.

EMPLOYEE INITIATION FEE AUTHORIZATION

I authorize the Company to deduct from my next first pay of the month, the sum of \$_____ for my Union Initiation Fee and to remit the amount promptly to the Financial Secretary of Local 512 of the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW - Canada).

DATE: _____

SIGNATURE: _____

DEPARTMENT: _____

BADGE NO: _____