

A G R E E M E N T

Effective as of the 22nd day of February 1993

BY AND BETWEEN

WESTINGHOUSE CANADA INC.
acting herein with respect to
its Sanford Avenue Plant

AND

THE DRAFTSMEN'S ASSOCIATION OF ONTARIO
Local 164, I.F.P.T.E.,
A.F. of L., C.I.O. - C.L.C.,
hereinafter referred to as
"The Association"

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Article 1

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- 1.01 Westinghouse Canada Inc. recognizes the Association as the Collective Bargaining Agent for all employees, of the Company classified as draftsmen, and apprentice draftsmen, save and except drafting supervisors, and students employed for school vacation periods.
- 1.02 In the interests of promoting understanding of the Agreement, the Company will arrange to supply employees covered by this Agreement, as well as any employees hired after the date hereof, with a copy of this Agreement.
- 1.03 (a) The Company shall not discriminate against any employee because he/she is a member of the Association or because of his/her Association activities performed under the terms of this Agreement, nor shall they seek by intimidation or coercion to refrain an employee from becoming a member of the Association.
- (b) The Association agrees that no officer or any other representative or agent of the Association shall seek by intimidation or coercion to compel any employee to become or to continue to be a member of the Association.
- 1.04 The Company will inform the Association on a monthly basis as to the changes in Level of Responsibility, discharges, quits, lay-offs, transfers, and other changes to its seniority list, which occur during the preceding month. The Company will advise the Association in writing of starts within one (1) month after commencing work. The Company will also provide the Association with a copy of the registered letter to recalled employees provided for in clause 7.13(e).

- 1.05 In the event that Westinghouse Canada Inc. relocates all of its Plant to which this Agreement applies (i.e., Sanford Avenue Plant), or any part thereof, to another location or locations in the City of Hamilton during the term of this Agreement, the Company agrees that the Association 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

MANAGEMENT RIGHTS

- 2.01 It is recognized that management of the offices and plants and direction of the employees are fixed exclusively in the Company which maintains all rights and responsibilities of management not specifically modified by this Agreement.
- 2.02 The Association acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline, and efficiency.
 - (b) To hire, discharge, direct, transfer, upgrade, promote, demote, or discipline employees and to increase and decrease working forces provided that, if there is a claim alleging an improper upgrading., demotion or transfer or a claim involving discrimination between non-members and members of the Association respecting upgrading, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause, or that he/she is doing work which entitles him/her to be placed in a different Level of Responsibility, it may be made the subject of a grievance and dealt with as provided in this Agreement.

- 2.02 (c) Generally to manage the industrial enterprises in which the Company is engaged and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of their products, and the control of materials and parts to be incorporated in the products produced.
- (d) To make and enforce rules and regulations relating to discipline, safety and general conduct of the employees, and to suspend or discharge or otherwise discipline employees for just cause.
- 2.03 To enable the Company to keep its products abreast of scientific and 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 they deem advisable. This practice, however, shall not adversely affect the employees in the bargaining unit.
- 2.04 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

Article 3
WORKING CONDITIONS

- 3.01 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Association will co-operate with the Company in maintaining good working conditions and will assist in assuring the observance of safety rules.
- 3.02 The Company welcomes from the Association, its members, or any employee, suggestions regarding safety and health, and the Company will reply to the suggestions.

Article 4

NO STRIKE OR LOCKOUT

- 4.01 As it is the desire of both the Company and the Association to maintain good contractual relations, it is agreed that there shall be no strikes, slowdowns, or other interference with work, and no lockouts during the term of this Agreement.

Article 5

NATIONAL SECURITY

- 5.01 The Association recognizes that the Company from time to time may have certain obligations with respect to security of information and materials under contract with the Government of Canada and its allies,
- 5.02 The Association agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the Government and its allies. In the event, therefore, that any Government agency concerned with security regulations should direct the Company that any employee is restricted from work on, or access to, classified information or materials, the Association will not contest any action the Company may take to comply with such contractual obligations. An employee affected by these regulations shall be considered for transfer provided that in the judgement of the Company he/she is able to meet the normal requirements of the work.

Article 6

PRES

- 6.01 The Association may elect or appoint employees covered by this Agreement who have completed their probationary period as Steward, Chief Steward or Chairman.
- 6.02 The Association will advise the Manager, Human Resources, or his/her appointee, in writing of the names of its stewards and other representatives.

- 6.03 The Company agrees that a steward may assist an employee of the section which he/she represents in the presentation of a grievance as outlined in Article 8.
- 6.04 The Company will pay for 50% of authorized time lost by Stewards in Second Stage grievance meetings and by the Steward, the Chief Steward and the Chairman of the Association in Third Stage grievance meetings on the following basis:
- (a) payment shall apply only to hours lost during normal working hours.
 - (b) total time paid by the Company shall not exceed 5 hours in any calendar month.

Article 7

SENIORITY

- 7.01 (a) The seniority of each employee covered by this Agreement shall be established after a period of probation of six (6) months. Seniority thus acquired shall be exercisable within the employee's Company in the manner set out in this Article.
- (b) An employee's seniority date shall be computed as follows:
- (i) An employee who was formerly in the bargaining unit, upon re-entry shall retain his/her seniority as computed from the date of last hiring by the Company to the date of transfer out of the bargaining unit. Following re-entry upon completion of two (2) years service, such employee shall be restored full seniority to his/her last hiring date.

7.01 (b) (ii) An employee who was not previously in the bargaining unit, shall, upon transfer into the bargaining unit, have seniority computed from his/her date of transfer into the bargaining unit. Following transfer into the bargaining unit, upon completion of two (2) years service, such employee shall be restored full seniority to his/her last hiring date.

(iii) A former employee upon return to work following a layoff, shall have his/her seniority date adjusted in accordance with his/her length of service pursuant to the provisions of clause 7.13 hereof.

7.02 Copies of the seniority list will be supplied to the Association every six (6) months.

7.03 Seniority will govern lay-offs and transfers due to lack of work provided that the retained employees have the skill and ability to perform the normal requirements of the work concerned, in accordance with clauses 7.04 and 7.05 as applicable.

7.04 When circumstances require a reduction in personnel, the employee(s) affected shall be eligible to be transferred to a job within the Company as herein provided subject to the employee(s) being so transferred possessing the skill and ability to perform the normal requirements of the work within a maximum of ten (10) working days familiarization and subject to the Company having reasonable evidence in its records or as provided by the Association or the employee that such familiarization period would enable the employee to meet the normal requirements of the work of such job within such ten (10) day period.

1. Open job in same Level of Responsibility.
2. The job held by a probationary employee in the same Level of Responsibility.
3. The job held by an employee with less seniority in the same Level of Responsibility.
4. Open job in one Level of Responsibility lower.
5. The job held by a probationary employee in one Level of Responsibility lower.

- 7.04 6. The job held by an employee with less seniority in one Level of Responsibility lower.
7. For each successive lower Level of Responsibility, repeat steps 4, 5, 6 and 7.

- 7.05 (a) In the event of failure to locate a job following the procedure set out in clause 7.04 above, the Company agrees to give to the employee about to be laid off written notice of ten (10) working days and, wherever reasonably possible, will advise the employee whether the lay-off is to be of short or indefinite duration.

It is agreed that such notice period will not include any time during which the employee is on scheduled vacation unless the employee with the permission of the Company reschedules his/her vacation to coincide with the notice period.

- (b) The employee, having received such notice, shall be eligible for the job held by the least senior employee within the Company, provided that he/she has the skill and ability to perform such job within a maximum of twenty (20) working days of familiarization.

Should the employee be unable to meet such requirements within the maximum period of twenty (20) working days or should it become so apparent in a lesser time, such employee shall be subject to immediate layoff.

- 7.06 Recalls will be made from the recall list of the respective Company in order of seniority, when the Company has work available following a lay-off.

- 7.07 (a) An employee who has been transferred under clause 7.04 or 7.05 of this Article shall be given an opportunity when conditions warrant it and before additional employees are hired or promoted of returning to the job from which he/she was transferred provided he/she can meet the normal requirements of the work.

- 7.07 (b) An employee who, because of lay-off, has lost the opportunity of returning to the job from which he/she was transferred, may apply in writing, within five (5) days of return to work following recall, to the appropriate Human Resources Department for a one (1) year extension of such rights and such request will be granted by the Company. The employee, at the time of return must possess the skill and ability to meet the normal requirements of the work. An employee who fails to apply for extension of such rights within the above noted period or who declines such opportunity shall forfeit the right to return thereafter.
- 7.08 (a) An employee claiming that he/she has been laid off or transferred contrary to the provisions of this Article or that he/she has not been recalled in conformity therewith may file a grievance in writing with the Company. Such grievance shall commence with the third stage of the grievance procedure.
- i) In the case of a lay-off or transfer, such grievance shall be filed prior to the seventh working day after the lay-off or transfer.
 - ii) In the case of a recall, such grievance shall be filed within twenty-five (25) working days after the employee whom the grievor alleges was recalled in his/her place commenced work.

- 7.08 (b) i) The employee shall designate in such grievance at the time it is lodged, the names of the job incumbents whose jobs he/she claims he/she should occupy, provided that he/she shall be limited to naming not more than six (6) job incumbents; provided further that in the event such grievance is referred to arbitration, pursuant to Article 9 the Association shall notify the Company in writing at least fifteen (15) working days prior to the date established for the Arbitration Hearing as to the name of one of such job incumbents whose job shall be the subject matter of the claim before the Board of Arbitration. It is understood, however, that if such job incumbent has been transferred or laid off prior to the date set by the Board of Arbitration, the Company will notify the Association and within two (2) working days thereafter, The Association shall advise the Company as to the name of an alternative job incumbent selected from the names as contained in the grievance.
- ii) Pending completion of the grievance procedure under clause 8.08, the employee will, if required by the Company, accept assignment upon one working day's notice to another job which he/she can perform.
- iii) Any compensation will be less any monies earned, or any unemployment insurance, Workers' or other compensation received by the employee (but exclusive of any other monies which the employee would normally have continued to receive).
- iv) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.
- 7.09 (a) The Company shall have the right to transfer an employee because of his/her technical experience and abilities, except that if, as a result of such a transfer, the employee is removed to a Level of Responsibility lower than that which he/she occupied at the time of the transfer, or lay-off, he/she will be given an opportunity of returning.

- 7.09 (b) An employee transferred under the provisions of this clause shall continue to receive his/her rate at the time of the transfer or be paid within the rate range of the Level of Responsibility to which he/she is transferred whichever would result in the higher rate.
- 7.10 Each Steward, as provided for in clause 6.01, and the Chairman of the Association, who have five or more years' seniority and who have held office in excess of one month, shall have preferential seniority in respect of a lay-off resulting from lack of work, and they shall be given a job provided they can meet the normal requirements of the work available.
- 7.11 Seniority shall be maintained and accumulated as follows:
- (a) During an employee's absence due to illness for which the Company may require written verification, not to exceed twelve (12) consecutive months.
 - (b) During leave of absence granted to an employee in writing by the Company.
 - (c) During a lay-off not to exceed twelve (12) months.
- 7.12 Seniority shall be maintained as follows:
- (a) During the continuation of an illness as shown in clause 7.11(a).
 - (b) During a lay-off in excess of twelve (12) months, but not in excess of thirty-six (36) months.
- 7.13 Seniority shall be lost and employment terminated:
- (a) If an employee leaves the employ of the Company of his/her own accord.
 - (b) If an employee is discharged and such discharge is not reversed through the grievance procedure provided herein.
 - (c) If a former employee's lay-off is in excess of thirty-six (36) consecutive months.
 - (d) If an employee absents himself/herself from work for a period in excess of one (1) week without satisfactory explanation.

- 7.13 (e) Following a period of lay-off, a former employee fails to notify the Company within three (3) working days of the date of mailing to his/her last address on Company records, of a registered letter by the Company, advising him/her to return to work, of his/her intention to return to work and/or fails to report for work within two (2) weeks of the date of such mailing, unless he/she has given a satisfactory explanation.

Article 8

GRIEVANCE PROCEDURE

- 8.01 Any difference between the Company and one or more of its employees as to the meaning or interpretation of the provisions of this Agreement, or any matter involving hours, salaries, or working conditions covered by this Agreement shall constitute a grievance and may be taken up in the manner hereinafter set forth.
- 8.02 An employee may file a grievance only within forty-five (45) working days after the event which gave rise to the grievance originated or occurred. The grievance, where applicable, must state the Article and Clause(s) of the Agreement alleged to be violated.
- 8.03 The liability of the Company shall be limited to a period not exceeding forty-five (45) working days prior to the date of filing of the grievance.
- 8.04 It will be the responsibility of the Company to supply the Association with a list showing the various levels of supervision through which grievances will be processed. The Company shall keep the Association informed as to any change in the list.
- 8.05 When an employee considers that he/she has a just or reasonable complaint he/she should so inform his/her immediate Supervisor without delay, and state his/her complaint fully to provide the Supervisor with an opportunity of adjusting the complaint. The Supervisor shall reply to the complaint within two (2) working days.

- 8.06 First Stage: A grievance signed by the employee shall be submitted in writing to his/her Supervisor. One copy of the grievance will be forwarded to the Association, and one copy will be retained by the employee. The Supervisor will answer the grievance in writing within two (2) working days of its receipt.
- 8.07 Second Stage: If the disposition of the grievance by the Supervisor is not satisfactory, the Association or the employee may, within four (4) working days of receiving the Supervisor's answer, refer the grievance to the Department Manager or his/her appointee. A meeting will be scheduled by the Company between the appropriate representatives of the Company and the Steward and the employee if he/she so desires, to be held within five (5) working days. The Company's answer will be given in writing within seven (7) working days after the meeting.
- 8.08 Third Stage: If the Second Stage disposition of the grievance is not satisfactory, the employee or the Association may, within five (5) working days of receiving the Second Stage answer, refer the grievance to the Manager, Human Resources, or his/her appointee.
- A meeting will be scheduled by the Company between the Manager of Human Resources, or his/her appointee, the employee concerned if he/she so desires, and the Chairman of the Association or his/her appointee, to be held within five (5) working days, and an answer will be given in writing within ten (10) working days of the meeting.
- 8.09 At either of the meetings in the Second or Third Stage, the Company and the Association each may have three (3) representatives who shall be employees of the Company in addition to those already named. At the Third Stage the Association may also have present a recognized representative of the Association who is not an employee of the Company. The Company will give the Association a minimum of twenty-four (24) hours, notice of the date of the Third Stage meeting.

- 8.10 If the time limits affecting the Company and shown in clauses 8.06, 8.07, 8.08 and 8.14 hereof, and any mutually agreed upon extension, are not observed, then the grievance will be considered to have advanced to the next stage. If the time limits affecting the employee or the Association shown in clauses 8.02, 8.06, 8.07 and 8.08, and any mutually agreed upon extension are not observed, then the grievance will be considered to have been settled or withdrawn.
- 8.11 A grievance which has been processed into Second or Third Stage by the Association may only be withdrawn by the Association.
- 8.12 (a) A claim by an employee, who has completed his/her probationary period, that he/she has been discharged without just cause may be treated as a grievance if a written statement of such grievance, signed by the employee, is lodged in the Third Stage of the grievance procedure within three (3) working days of such discharge.
- 8.12 (b) Such a discharge grievance may be settled by:
- (i) confirming the Company's action in dismissing the permanent employee; or
 - (ii) reinstating the employee with full compensation for time lost; or
 - (iii) by any other reasonable disposition mutually agreed upon by the parties hereto, or determined by a Board of Arbitration to be appointed pursuant to this Agreement.
- 8.13 It is recognized that the Company shall have the right to lodge a grievance concerning the activities or conduct of the Association or its officers or any of its members, arising from the interpretation, application, non-application or violation of any provision of this Agreement. The grievance shall first be presented in writing to the officials of the Association and a meeting will be held within five (5) working days between the Company and the Association. The Association will answer the grievance within five (5) working days of the meeting.

- 8.14 It is recognized that the Association shall have the right to lodge a grievance concerning the interpretation, application, non-application or violation of any provision of this Agreement. The grievance, signed by the Chairman of the Association or the Chief Steward, shall first be presented in writing to the Manager of Human Resources, or his/her appointee, and a meeting will be held within five (5) working days between the Association and the Company, The Manager of Human Resources, or his appointee will answer the grievance in writing within five (5) working days of the meeting,
- 8.15 The Company may deduct wages from members of the Association for time spent away from their regular work in connection with the Grievance Procedure,

Article 9

ARBITRATION

- 9.01 Failing settlement under the Grievance Procedure set forth in Article 8 of any grievance between the parties or any employee's grievance arising from the interpretation, application, non-application, or violation of any provision of this Agreement (as well as any question as to whether the matter is arbitrable or not), including a grievance that an employee has been discharged without just cause or that he/she is not being paid within the rate range of his/her Level of Responsibility, or that he/she is improperly classified, such a grievance may be processed to arbitration if a request is so made within two (2) weeks after the final answer.
- 9.02 Within five (5) working days' notice of the election to arbitrate, each of the parties may make application for a sole arbitrator or, failing that, shall appoint a representative and the representatives shall select a third party who will act as Chairman. In the event that the two (2) representatives are unable to agree on the third party 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 either party to appoint a Chairman; however, such Chairman or sole arbitrator, in the case of grievances submitted under Section 10.03 of this Agreement, shall be qualified in evaluation and classification of jobs.

- 9.03 The unanimous or majority decision of the Board of Arbitration or the decision of the sole arbitrator, shall, with respect to matters coming within the jurisdiction of such Board pursuant to the provisions of this Agreement, be final and binding to both parties hereto.
- 9.04 The Board of Arbitration and the sole arbitrator shall have no jurisdiction to alter, change, amend, or enlarge the terms of this Agreement.
- 9.05 Expenses which may be incurred in connection with the chairman will be borne equally by both parties to this Agreement.
- 9.06 The Company will deduct wages from members of the Association for time spent away from their regular work in connection with the arbitration procedure.

Article 10

SALARIES

- 10.01 Remuneration for classifications as contained in Appendix "A" are set out in Appendix "B-1" and "B-2", "C-1" and "C-2" - Salary Schedule, it being understood that the Company may pay salaries in excess of those set forth in such Schedules.
- 10.02 When new or changed work assignments are implemented by the Company, the employee affected, or the Association on the employee's behalf, may submit, within twenty (20) working days of the date of implementation thereof, a grievance in writing under clauses 8.08 and 8.14 claiming that the work assigned to him/her has not been properly classified in the appropriate Level of Responsibility.

In submitting any such grievance, the employee or the Association shall notify the Company in writing at the time of submission the Level of Responsibility claimed and a summary of the reasons in support of the claim.

- 10.03 In any arbitration of a grievance submitted pursuant to clause 10.02, the authority of the Arbitration Board shall be limited to confirming that the employee's work assigned to him/her has been properly classified in the appropriate Level of Responsibility or that the employee's work should be assigned to him/her in another Level of Responsibility. Confirmation of the appropriate Level of Responsibility shall be made by consistent application of the Levels of Responsibility and by reference to undisputed positions, if available.
- 10.04 If any such grievance is sustained, compensation will be payable at the appropriate rate within the salary range for the appropriate Level of Responsibility in respect of relevant paid hours thereon from the date when the employee commences to receive remuneration for the changed Level of Responsibility assigned to him/her.
- 10.05 An employee who is transferred in accordance with clause 7.04 or clause 7.05 shall be paid as follows:
- (a) If his/her pre-transfer rate is equal to or greater than the maximum rate for the job to which he/she is transferred, he/she shall be paid the maximum rate for the job to which he/she is transferred.
 - (b) If his/her pre-transfer rate is less than the maximum rate of the job to which he/she is transferred, he/she shall be paid his/her pre-transfer rate.

Article 11

HOURS OF WORK AND OVERTIME

- 11.01 The normal work week will be either thirty-seven and one-half (37 1/2) hours per week or forty (40) hours per week as designated by the Company and scheduled on five (5) days of the week. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day, or days of work per week or for any period whatsoever, nor a guarantee of working schedules.

11.02 Authorized work performed over seven and one-half (7 1/2) hours and up to eight (8) hours per day by an employee scheduled on a standard work week of thirty-seven and one-half (37 1/2) hours, shall be paid at the employee's equivalent hourly rate. Authorized work performed over eight (8) hours per day shall be paid at the overtime rate of time and one-half the employee's equivalent hourly rate. The term "equivalent hourly rate" shall be the quotient of the employee's weekly salary rate divided by the number of hours constituting his/her regularly scheduled work week (for example, 37 1/2 or 40 as the case may be).

11.03 Notwithstanding the provisions of clause 11.02;

(a) all overtime hours worked on Saturday, will be paid for at the overtime rate of time and one-half the employee's equivalent hourly rate, and

(b) all overtime hours worked on Sunday, will be paid for at the overtime rate of double time the employee's equivalent hourly rate.

11.04 The Company reserves the right to schedule overtime work whenever necessary in order to meet emergencies or to ensure efficient and orderly operation of the department and/or division. The Company will accept reasonable personal reasons from individual employees for inability to work overtime.

11.05 Employees on regularly scheduled afternoon or night shifts which commence after 12:00 noon or before 6:00 a.m. will be paid a shift premium of:

(a) \$4.13 in the case of employees scheduled on a 37 1/2 hour work week, and

(b) \$4.40 in the case of employees scheduled on a 40 hour work week,

for each shift on which the employee has completed his/her assigned hours. Shift premiums will not be paid for a period for which an employee receives overtime rate of premium.

Article 12

SPECIFIED HOLIDAYS

12.01 The Company agrees to pay an employee his/her regular day's pay for the following holidays without requiring an employee to render service:

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

Four (4) additional specified holidays to be observed on a date to be established by the company.

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 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.

12.02 (a) In order to qualify for holiday pay in respect of New Year's Day, Heritage Day or the 3rd Monday in February, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and the four (4) additional specified holidays, an employee must work the full scheduled shift on the work day immediately before the holiday and the full scheduled shift on the work day immediately following the holiday, except for excused lateness.

(b) If the employee has worked one or more days in the pay period in which the specified holiday is observed and is prevented from working the respective shifts required as contained in sub-sections (a), he/she shall not be disqualified from payment of regular salary for the specified holiday by reason of:

- (i) authorized leave of absence granted by the Company in writing,
- (ii) illness verified by a doctor's certificate when requested by the Company,

12.02 (b) (iii) lay-off.

12.03 An employee required to work on the day on which the specified holiday is observed will receive overtime payment at the rate of time and one-half for all hours worked, in addition to the specified holiday pay.

12.04 An employee's annual vacation will be considered as worked time for purposes of qualifying for holiday pay as provided in this Article.

Article 13

VACATION WITH PAY

13.01 An employee will be granted annual vacation at his/her regular rate of pay on the following basis:

(a) Two (2) weeks after one (1) year of continuous service, if completed by December 31st.

(b) Three (3) weeks after four (4) years of continuous service, if completed by December 31st.

(c) Four (4) weeks after eleven (11) years of continuous service, if completed by December 31st.

(d) Five (5) weeks after twenty (20) years of continuous service, if completed by December 31st.

(e) Six (6) weeks after twenty nine (29) years of continuous service, if completed by December 31st.

13.02 A person who is laid off or is absent from work due to leave of absence for more than sixty (60) accumulated working days, or whose service is discontinued during the vacation year (August 1 to July 31) shall only be entitled to vacation pay as follows: 4%, 6%, 8%, 10% or 12% respectively, of his/her earnings for work performed during the year prior to July 31st.

13.03 The Company may require an employee with less than one (1) year's continuous service by July 31st to accept leave of absence without pay during a vacation shutdown period, or any request for such leave may be granted.

- 13.04 Employees granted vacation under clause 13.01 shall have a least two (2) weeks of vacation scheduled during the months of July and August. Vacations outside of annual shutdown will be scheduled to conform to the requirements of the Company.
- 13.05 Where a specified holiday falls within the employee's vacation period, it will be compensated for by an extra day's vacation.
- 13.06 Vacations shall not be postponed from one year to another.
- 13.07 The Company may, in respect of a fifth or sixth week of vacation as set out in 13.01 above, exercise an option to make payment for such week at the employee's regular rate of pay 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.

Article 14

BEREAVEMENT PAY

- 14.01 Subject to the following conditions the Company will make payment of salary to an employee who is absent solely due to a death in his/her immediate family.
- (a) Such employee must have completed his/her probationary period.
 - (b) Such employee except for the death and funeral would otherwise be at work.
 - (c) Such employee must attend the funeral.
- 14.02 Members of the employee's immediate family are defined for the purpose of **this** Agreement as:
- (a) spouse, son, daughter, father, mother, and
 - (b) sister, brother, father-in-law and mother-in-law and
 - (c) grandfather, grandmother, grandson and granddaughter.

- 14.03 An employee will receive payment for time lost from his/her regularly scheduled hours on the following basis:
- (a) Payment will be made on the basis of the employee's regular salary rate, based on the number of normal hours the employee otherwise would have worked, 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 14.02 (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 14.02 (b) and in such cases, 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, on the date of the funeral, in the case of the death of a member of the employee's immediate family as defined in 14.02 (c).
 - (e) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his/her immediate family.

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

Article 15

JURY DUTY

- 15.01 An employee, who is called for jury duty, will receive for each day of absence from work therefor the difference between pay lost, computed at the employee's regular salary rate for the number of normal hours the employee otherwise would have worked exclusive of overtime and other forms of premium pay 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 16

LEAVE OF ABSENCE

- 16.01 An employee will be granted leave of absence without pay to perform full time work for the Association subject to the fulfillment of the following conditions:
- (a) At least fifteen (15) day's prior notice shall be given to the Company requesting such leave of absence.
 - (b) At the date of the request the employee shall have completed at least one (1) year's continuous employment with the Company.
 - (c) Such leave of absence shall be without loss of seniority.
 - (d) Not more than one employee will be granted such leave of absence at any one time.
 - (e) An employee shall not accept any other employment than as specified above.
 - (f) Such leave of absence shall be granted for the period required by the Association, but in any event shall not extend beyond the expiry date of this Agreement.

- 16.01 Upon completion of such leave of absence, the employee will be entitled to return to his/her former work assignment, and will be paid at the same relative position within the rate range of such Level of Responsibility, providing his/her length of service entitles him/her to a job and the work is available.
- 16.02 The Company will grant leaves of absence up to a total of five (5) days in each calendar year without pay to employees for the purpose of attending Association conventions or courses or in connection with the administration of this Agreement subject to reasonable written advance notice and to the operating requirements of the Company.
- 16.03 The Company will not unreasonably refuse to grant leave of absence to an employee for personal reasons.

Article 17

NOTICE BOARDS

- 17.01 The Company agrees to post notices on behalf of the Association on notice boards in areas where draftsmen are employed. All notices shall first have the approval of the Company before posting, and no change shall be made in a notice by either the Company or the Association after such approval has been given.
- 17.02 A copy of any notice posted by the Company on the plant Bulletin Boards regarding salaries, hours of work or working conditions affecting the employees in the Bargaining Unit will be mailed to the Chairman of the Association.

Article 18

DEDUCTION OF ASSOCIATION DUES

- 18.01 During the term of this Agreement, the Company will deduct a specified uniform amount equal to regular Association dues from each salary payment from employees who have completed thirty (30) days of employment.

- 18.02 The Association agrees to keep the Company harmless from any claims against it by an employee which arise out of the deduction from the employee's pay of such Association dues.
- 18.03 It is agreed that the Chief Steward or his/her designate shall have the right to interview a new employee during a five minute period, at a time and place to be designated by the Company. The expense of such interview will be borne by the Association.

Article 19

TECHNOLOGICAL CHANGE

- 19.01 This Article shall have application when the Company introduces new technology in the form of new capital equipment and such introduction has the initial effect of displacing an employee.
- 19.02 When the introduction of new capital, equipment under 19.01 above results in a job within a Level of Responsibility set out in Appendix "A" hereto, the Company will provide a training period of twenty-five (25) days to an employee with seniority who is thereby displaced provided that he/she has the skill and ability to perform the normal requirements of the job within such period.

Should the employee be unable to meet such requirements within the maximum period of twenty-five (25) days or should it become so apparent in a lesser time, such employee shall be subject to the seniority provisions of this Agreement in attempting to locate another job.

Article 20

-
- 20.01 The performance of each employee will be reviewed annually and the results made known to the employee concerned. Such performance reviews will be conducted during the month of May each year and salary increases that may result from such performance reviews will become effective on June 1 of that year. Salary increases may or may not result from such performance reviews.

Article 21



DURATION AND TERMINATION

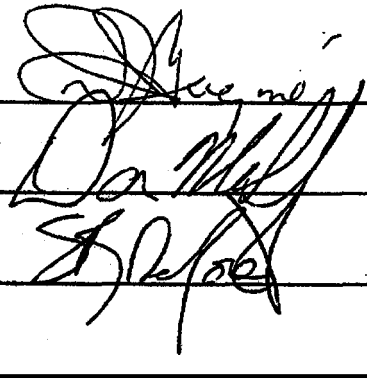
- 21.01 This Agreement shall continue in full force and effect until December 31, 1994.
- 21.02 This Agreement shall be automatically renewed from year to year unless notice by registered mail is given by either party to the other for amendment or termination not less than seventy (70) days nor more than ninety (90) days before any anniversary of the above termination date.

IN WITNESS WHEREOF, each of the parties hereto caused this Agreement to be signed by its duly authorized representatives.

SIGNED BY THE PARTIES HERETO on the 16th day of April, 193at the City of Hamilton, Ontario.

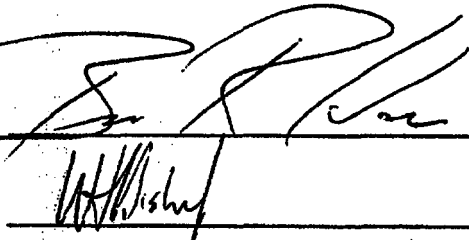
On Behalf of:

WESTINGHOUSE CANADA INC:



On Behalf of:

**DRAFTSMEN'S ASSOCIATION
OF ONTARIO:**



APPENDIX "A"

LEVEL OF RESPONSIBILITY

DRAFTSMAN GROUP LEADER

A non-supervisory employee who directs the activities of an assigned drafting group, assuring that designs which are portrayed on drawings and associated documents are in accordance with customer requirements, engineering specifications, current drafting standards, and manufacturing capabilities. Plans and assigns work, usually on more than one project to ensure best utilization of employees, as well as economical and timely production of drawings and associated documents. Provide guidance, assistance and training to draftsmen.

DRAFTSMAN SPECIAL

An employee who independently establishes and develops the basic design concepts and requirements, within the drafting responsibility, making primary studies and calculations, and by own evaluation of functional requirements, existing methods, practices and procedures, develops design information for own use and use by others.

DRAFTSMAN SENIOR

An employee who works on own initiative to develop and produce designs (for which the concepts have been established) by adapting existing methods, practices, procedures, and design techniques.

The designs will be portrayed by drawings and/or written information.

The employee will seek direction for requirements of a new or highly unusual nature.

DRAFTSMAN INTERMEDIATE

An employee who works under direction, following provided source information, e.g., layouts, marked prints, sketches, written or verbal instruction, standard information, that may require some collation and interpretation to produce all types of electrical and/or mechanical drawings, and related written information, in compliance with established methods and procedures.

DRAFTSMAN JUNIOR

An employee who has aptitude for drafting who will receive instruction in the principles of drafting and *the* company drafting practices and procedures. He/she may be assigned to any section and given a variety of duties for training in the preparation of drawings.

APPENDIX "B-1"

SALARY SCHEDULE - Weekly Rate - 37 1/2 Hour Work Week

EFFECTIVE JANUARY 1, 1993

<u>LEVEL OF RESPONSIBILITY</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>PROGRESSION STEPS *</u>			
Draftsman Senior	\$555.19	\$811.55	\$623.32 (6)	\$645.06 (12)		
Draftsman Intermediate	484.29	632.56	538.29 (6)	552.83 (12)	\$567.34 (18)	
Draftsman Junior	429.20	547.47	473.01 (6)	481.86 (12)	490.13 (18)	\$536.74 (24)
Draftsman Group Leader	673.05	895.12				
Draftsman Special	645.25	848.44				

- * NOTE: (1) Salaries shown at Progression Steps may be exceeded where merited.
- (2) Numbers in brackets indicate number of months in Level. of Responsibility to qualify for salary indicated.

APPENDIX "B-2"

SALARY SCHEDULE - Weekly Rate - 40 Hour Work Week

EFFECTIVE JANUARY 1, 1993

<u>LEVEL OF RESPONSIBILITY</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>PROGRESSION STEPS</u> *			
Draftsman Senior	\$592.21	\$865.65	\$664.87 (6)	\$688.07 (12)		
Draftsman Intermediate	516.59	674.87	574.19 (6)	589.69 (12)	\$605.16 (18)	
Draftsman Junior	457.82	583.97	504.54 (6)	513.99 (12)	522.82 (18)	\$572.52 (24)
Draftsman Group Leader	717.92	954.47				
Draftsman Special	688.26	904.88				

- * NOTE: (1) Salaries shown at Progression Steps may be exceeded where merited.
(2) Numbers in brackets indicate number of months in Level of Responsibility to qualify for salary indicated.

APPENDIX "C-1"

SALARY SCHEDULE - Weekly Rate - 37 1/2 Hour Work Week

EFFECTIVE JANUARY 1, 1994

<u>LEVEL OF RESPONSIBILITY</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>PROGRESSION STEPS *</u>			
Draftsman Senior	\$555.19	\$827.78	\$623.32 (6)	\$645.06 (12)		
Draftsman Intermediate	484.29	645.21	538.29 (6)	552.83 (12)	\$567.34 (18)	
Draftsman Junior	429.20	558.42	473.01 (6)	481.86 (12)	490.13 (18)	\$536.74 (24)
Draftsman Group Leader	673.05	913.02				
Draftsman Special	645.25	865.41				

- * NOTE: (1) Salaries shown at Progression Steps may be exceeded where merited.
(2) Numbers in brackets indicate number of months in Level of Responsibility to qualify for salary indicated.

APPENDIX "C-1"

SALARY SCHEDULE - Weekly Rate - 37 1/2 Hour Work week

EFFECTIVE JANUARY 1, 1994

<u>LEVEL OF RESPONSIBILITY</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>PROGRESSION STEPS</u> *			
Draftsman Senior	\$555.19	\$827.78	\$623.32 (6)	\$645.06 (12)		
Draftsman Intermediate	484.29	645.21	538.29 (6)	552.83 (12)	\$567.34 (18)	
Draftsman Junior	429.20	558.42	473.01 (6)	481.86 (12)	490.13 (18)	\$536.74 (24)
Draftsman Group Leader	673.05	913.02				
Draftsman Special	645.25	865.41				

- * NOTE: (1) Salaries shown at Progression Steps may be exceeded where merited.
(2) Numbers in brackets indicate number of months in Level of Responsibility to qualify for salary indicated.

LETTERS OF UNDERSTANDING

with

WESTINGHOUSE CANADA INC.

and

THE DRAFTSMEN'S ASSOCIATION OF ONTARIO

LOCAL 164

I.F.P.T.E., A.F. Of L., C.I.O. - C.L.C.

December 31, 1994

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Temporary Assignments

This will serve to confirm our advice to you during negotiations that for the duration of the Collective Agreement dated April 16, 1993, although not forming part thereof, an employee temporarily assigned to a geographic location other than Sanford Avenue Plant, shall continue to be treated as if covered by the terms of the Agreement during such temporary assignment.

Yours truly

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Position Identifications

The Company and the Union agree that Position Identifications do not form part of the Collective Agreement, and that no Position Identification or any revision thereof will be regarded as the determinant of the normal requirements of any jobs in assessing any dispute between the parties regarding "the normal requirements of the work" for purposes of Clauses 7.04, 7.07, 7.08 and 7.10 of Article 7.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
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Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

April 16, 1993

Dear Sir:

Re: Drafting Work

This will serve to confirm our advice to you during negotiations that for the duration of the Collective Agreement dated April 16, 1993, no drafting work customarily performed by draftsmen, shall be assigned to employees other than those of the bargaining unit, although it is understood that this letter shall not form part of such Collective Agreement nor shall it be arbitrable as such.

In the event of the introduction of new capital equipment, it is acknowledged that employees other than those in the bargaining unit may use such equipment provided the assignment is not one normally performed by members of the bargaining unit.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

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Hamilton Ontario
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April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Seniority - Recalls

For the duration of the Collective Agreement dated April 16, 1993, the Company will not unreasonably insist on **acceptance** of employment where the Company anticipates that employment following recall may be of short duration.

In this connection, it must be understood, however, that in granting or withholding this privilege to former 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.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
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April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Application of Article 19 - Technological Change

This will confirm that the Company will notify the Association prior to any application of Article 19 of the Collective Agreement dated April 14, 1993, and that, upon request, the Company will arrange a meeting with the Association for the purpose of discussing the effect on employees in applying this Article.

If upon the application of Article 19.02, an employee is unsuccessful in qualifying for the job in question, the Company, if requested by the Association, will meet with the Association to advise it of the reason for the disqualification.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



Box 2510
Hamilton Ontario
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Westinghouse Canada Inc.

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

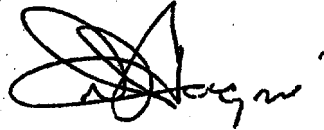
Re: Time Off in Lieu of Overtime Pay

This will serve to confirm our advice to you during negotiations that, for the duration of the Collective Agreement dated April 16, 1992, the Company will extend to employees covered by this Agreement (who, having worked scheduled overtime, are thereby entitled to payment under clause 11.04 of the Collective Agreement) an opportunity to request time off in lieu of such payment subject to the following:

1. Such arrangement may be made at the discretion of the Company when requested by an employee provided:
 - (a) the request is made of supervision no later than the last working day of the month during which such overtime is worked.
 - (b) the workload of the department as assessed by supervision permits such an absence.
 - (c) such time off is granted no later than the end of the month following the month during which overtime hours were worked.
2. Such time off shall be subtracted from overtime hours worked and granted in such a manner as to ensure maintenance of the time and one-half provision where it applies.

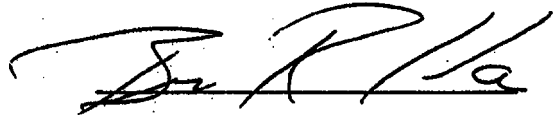
Although it is understood that this letter does not form part of the Collective Agreement, nor shall it be arbitrable as such, the Association agrees that, in granting time off in lieu of payment for overtime hours worked, the Company will not be held in violation of Article 11 of the Collective Agreement.

Yours truly,



D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Changes in Specified Holidays and Vacations Provisions

This will serve to confirm that should changes in the number of specified holidays or any changes to the vacation with pay provisions be implemented with respect to all salaried non-represented employees in the Company's Hamilton Operations during the term of the Collective Agreement dated *April 16, 1992*, such changes will be made applicable to the employees covered by the Collective Agreement.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8L 7T5

Dear Sir:

Re: Safety Glasses and Safety Shoes

This will serve to confirm our advice to you during negotiations that, for the duration of the Collective Agreement dated April 16, 1992, although not forming part thereof, the Company will continue to provide to eligible employees in this unit the same safety glasses program and safety shoe program as is applicable to Hamilton salaried non-represented employees.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Pension and Benefits

This will serve to confirm the commitment made by the Company during the recent negotiations that for the duration of the Collective Agreement dated April 16, 1993, though not forming part thereof, the Company will continue to provide the same Pension and Benefit Plans to employees in this unit as is applicable to non-represented Hamilton salaried employees.

Any changes to these plans which may become effective during the term of this collective Agreement will be extended to employees in this unit.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

April 16, 1983

Dear Sir:

Re: New Openings

This will confirm that for the duration of the Collective Agreement dated April 16, 1983, although not forming a part thereof, the Company is prepared to re-employ and train Company employees with seniority instead of hiring new persons, provided such Company employees have the required basic qualifications and can be trained for the available job openings within a Level of Responsibility as set out in Appendix "A" of the Collective Agreement 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 Association of such openings for which new employees may be required. The Association 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 these job openings. The Association's proposal should reach the Company as quickly as possible, it being understood that if it is received later than 3 working days from the time of the Company's notification to the Association, it may not be possible, dependent on the urgency of the need for a new employee, for the Company to consider the Association's proposal.

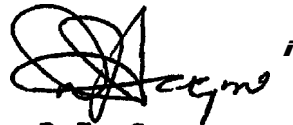
In the event there is a further requirement within these job opening(s) which would involve a duplication of information to the Association (with no additions to the recall list) the original notification will be assumed to be in effect.

The Company will assess the qualifications of individuals proposed by the Association 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 Association, or no others on the recall list considered by the Company, are found to be Qualified or eligible for training.

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

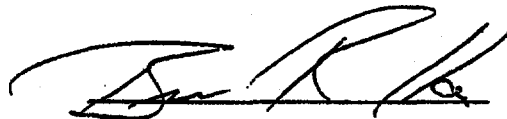
It is understood that the subject of this letter, including the Company's selection or non-selection of an Association proposed candidate may not form *the* subject of a grievance.

Yours truly,



D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of the Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8L 7T5

Dear Sir:

Re: Employment During Lay-off Notice

This will confirm that during the negotiations for a Collective Agreement the Company agreed that an employee who has received ten (10) working days notice of lay-off under Article 7 and who obtains other employment which requires him/her to start work before his/her notice period is completed, may request, and the Company will grant permission, to terminate his/her employment without jeopardizing his/her rights of recall under the terms of the Collective Agreement.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

April 14, 1993

Dear Sir:

Re: Allocation of Stewards

This will serve to confirm our advice to you during negotiations that during the term of the Collective Agreement dated April 16, 1993, should there be new Security areas, or should the Company set up a new division or relocate an existing division in Sanford Avenue Plant, the Company will discuss with the Association the question of Steward representation in such areas.

Similarly, should the Company relocate an existing Plant, or part thereof to which this Agreement continues to apply, within the City of Hamilton, the company will discuss such Steward representation with the Association.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 16, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Requests for Job Transfers

This will serve to confirm our advice to you during negotiations of the Collective Agreement dated April 16, 1993, that the Company will continue to provide employees the opportunity to request consideration for transfer to jobs for which they are qualified. Employees who so request will be afforded an interview with a member of the Human Resources Department staff for the purpose of ascertaining their qualifications for jobs to which they aspire.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

April 14, 1993

Mr. B. Hair, Chairman
Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

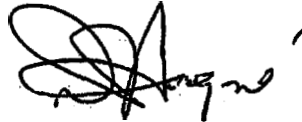
Re: Usage of Contracting Services

This will serve to confirm our advice to you during negotiation for the Collective Agreement dated *April 16 1993*. In the event that the Company plans to utilize drafting contracting services for work within the scope of Appendix "A" of the Collective Agreement and there are one or more draftsmen on layoff, or on Work Sharing programmes, the management shall meet With the Association in advance of such action for the following purpose:

1. To explain the reasons for such contracting.
2. To review the possible effects on the employees.
3. To listen to and consider alternatives which might increase the utilization of employees.

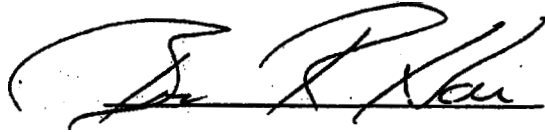
The Company agrees that in considering alternatives the necessity of achieving high levels of productivity and quality at cost levels which allow the Company to meet competitive conditions will be properly weighted. The Company agrees that any meetings will be held on Company time.

Yours truly,



D. J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



Westinghouse Canada Inc.



Box 2510
Hamilton Ontario
L8N 3K2
Telephone (416) 528-8811

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Draftsmen's Association of Ontario
I.F.P.T.E., A.F. of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

April 16, 1953

Dear Sir:

Re: Contract Employees

This will confirm our understanding reached this date and for the duration of the Collective Agreement dated April 16, 1953

In the event the Company elects to hire employees on a contractual basis, employed for a definite term or task, to do work normally done by drafting employees and such contract employees are located on Company premises, it is Understood that such contract employees will be governed by the Collective Agreement with all rights and responsibilities inherent in such, save and except under Article 7 - Seniority, the Pension Plan, the Benefit Plans, which shall not apply to such contract employees, or as amended in this letter.

It is also understood that the Company may terminate the employment of such contract employees and such will not be the subject of a grievance.

It is further understood that the Company will use the same procedure in the Letter of Understanding #D-14 in its application of this Letter.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

Westinghouse Canada Inc.



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April 14, 1993

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Draftsmen's Association of Ontario
I.F.P.T.E., A.F. Of L.
C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
LSH 2E1

Dear Sir:

This letter will confirm that for the duration of the Collective Agreement dated April 14, 1993, although not forming a part thereof, should a Plant Closedown occur at the Power Generation Canada Division of the Sanford Avenue Plant the Company will provide benefits for employees directly affected as outlined in the attached. For purposes of this letter Plant Closedown shall mean the permanent discontinuance of manufacturing by the Company at the Plant which results in the layoff or termination of all employees associated with the manufacturing operations.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

SEVERANCE PAY

Subject to the eligibility requirements outlined below, an employee upon application within 30 days of layoff, will be entitled to a lump-sum payment in an amount as follows, if the employee severs his/her employment with the company.

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

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

Eligibility Requirements

- a) Each employee who has accumulated at least two years of pensionable service, and who is laid off as the direct result of the Plant Closedown, and
- b) is not eligible to retire under the Consolidated Pension Plan, and
- c) has not refused a job offer with the Company in the Hamilton - Burlington area, the salary rate for which is 90% or more of the employee's salary 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.

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April 16, 1993

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C.I.O. - C.L.C.
Local 164
17 Hope Avenue
Hamilton, Ontario
L8H 2E1

Dear Sir:

Re: Job Opening

This will confirm that for the duration of the Collective Agreement dated *April 16, 1993*, although not forming a part thereof, it is the Company's intention in the event of an opening(s) to look at any job applicants, who previously were employed by the Company or Westinghouse Motor Company Canada Ltd.

In so doing it is agreed that the Company has full right to select or decline such applicants. Such applicants, who may be, at the Company's discretion, selected will be subject to the normal probationary period.

Yours truly,

D.J. Gagne
Representative
Labour Relations

The foregoing is hereby acknowledged and confirmed on behalf of The Draftsmen's Association of Ontario, Local 164, I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

De R Hair 56