

SOURCE	Co.		
EFF.	96	01	01
TERM.	98	12	31
No. OF EMPLOYEES	2		
NOMBRE D'EMPLOYÉS	88		

AGREEMENT  
BETWEEN

CAMCO  
175 LONGWOOD ROAD SOUTH  
HAMILTON, ONTARIO

AND

INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS, LOCAL 164

A.F. OF L. - C.I.O. - C.L.C.

HAMILTON, ONTARIO

January 1, 1996 - December 31, 1998

APR 21 1998

09914(02)

**AGREEMENT**

**BY AND BETWEEN:**

**CAMCO acting herein with respect to its plant at 175 Longwood South,  
Hamilton, hereinafter referred to as the "Company";**

**and**

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 1  
I.F.P.T.E., A.F. of L., C.I.O. - C.L.C., HEREINAFTER REFERRED TO AS THE  
"FEDERATION".**

## I N D E X

<u>ARTICLE NO.</u>		<u>PAGE NO.</u>
1	Recognition and Relationship	1
2	Management Rights	2
3	Working Conditions	3
4	No Strike or Lockout	3
5	National Security	3
6	Federation Representation	4
7	Seniority	4
8	Grievance Procedure	9
9	Arbitration	12
10	Salaries	13
11	Technological Change	14
12	Hours of Work and Overtime	15
13	Specified Holidays	16
14	Vacations with Pay	18
15	Bereavement Pay	19
16	Jury Duty	20
17	Leave of Absence	20
18	Notice Boards	21
19	Deduction of Federation Dues	21
20	Duration and Termination	22
APPENDIX "A"	LEVEL OF RESPONSIBILITY	23
APPENDIX "B"	SALARY SCHEDULE	24
APPENDIX "C"	COST OF LIVING ALLOWANCE	26

## ARTICLE 1

### RECOGNITION AND RELATIONSHIP

1.01 The Company recognizes the Federation as the Collective Bargaining Agent for all employees of the Company at 175 Longwood Rd., South Hamilton, classified as draftsmen, apprentice draftsmen, and tracer-illustrators, save and except drafting supervisors, and students employed for school vacation periods.

Where the masculine pronoun is used, it shall mean and so include the feminine pronoun where the context so applies.

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 is a member of the Federation or because of his Federation activities performed under the terms of this Agreement, nor shall it seek by intimidation or coercion to refrain an employee from becoming a member of the Federation.

(b) The Federation agrees that no officer or any other representative or agent of the Federation shall seek by intimidation or coercion to compel any employee to become or to continue to be a member of the Federation.

1.04 The Company will inform the Federation on a weekly basis as to the changes in level of responsibility, discharges, quits, layoffs, transfers, and other changes to the seniority list, which occur during the preceding week. The Company will advise the Federation in writing of starts within one week after commencing work. The Company will also provide the Federation with a copy of the registered letter to recalled employees provided for in clause 7 (e).

## 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.

The Federation 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 improper upgrading, demotion or transfer or a claim involving discrimination between nonmembers and members of the Federation respecting upgrading, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause, or that he is doing work which entitles him 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.
- (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 location of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its 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 without 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 men and technical students and deal with them as it deems advisable. This practice however, shall not adversely affect the employees in the bargain 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 Federation will co-operate with the Company in maintaining good working conditions and will assist in assuring observance of safety rules.
- 3.02 The Company welcomes from the Federation, its members, or any employees, suggestions regarding safety and health, and the Company will reply to the suggestions.

### ARTICLE 4

#### NO STRIKE OR LOCK-OUT

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

### ARTICLE 5

#### NATIONAL SECURITY

- 5.01 The Federation 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 Federation 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 Federation 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 to another job provided that in the judgement of the Company he is able to meet the normal requirements of the work.

## ARTICLE 6

### FEDERATION REPRESENTATION

- 6.01 (a) The Federation may elect or appoint an employee covered by this Agreement who has completed his probationary period to act as the Steward.
- (b) The Federation may elect or appoint an employee covered by this Agreement who has completed his probationary period as Chief Steward.
- 6.02 The Federation will advise the Manager, Human Resources, in writing of the names of its steward and other representatives.
- 6.03 The Company agrees that a steward may assist an employee 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 Second Stage grievance meeting and by Stewards, Chief Stewards and the Chairman of the Federation 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 five (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 in the manner set out in this Article.
- (b) An employee's seniority date shall be his last hiring date except that when a former employee returns to work following a layoff, his seniority date shall be adjusted in accordance with his length of service, pursuant to the provisions of clause 7.11 hereof.
- 7.02 Copies of the seniority list will be supplied to the Federation every six (6) months.

7.03 Seniority will be the major factor governing layoffs or transfer due to lack of work in accordance with the provisions of this Article, In order to be transferred as set out herein, an employ shall possess the skill and ability to perform the normal requirements of the job concerned.

7.04 When the circumstances require a reduction in personnel, and subject to the retained employees being able to meet the normal requirements of the work, the procedure and sequence for the purpose of locating another job to which the employee will be transferred in relation to the job from which he is about to be transferred is as follows:

1. Open job in same Level of Responsibility.
2. The job held by a probationary employee in the same Level Responsibility.
3. The job held by an employee with less seniority in the san 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.
6. The job held by an employee with less seniority in one Let of Responsibility lower.
7. For each successive lower Level of Responsibility, repeat steps 4, 5, & 6.

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 give two (2) calendar weeks written notice to the employee about to be laid off and, wherever reasonably possible, th Company will advise the employee whether the layoff is to of short or indefinite duration.

(b) The employee, having received such notice, shall be eligib for the job held by the least senior employee in the bargaining unit provided that he has the skill and ability perform such job within a maximum of twenty (20) working c 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 employ shall be subject to immediate layoff.



- (c) An employee who has received two (2) calendar weeks written notice under this Article, and who obtains other employment which requires him to start work before his notice period is completed, may request and the Company will grant permission to commence said other employment without jeopardizing his rights to recall under the terms of this Collective Agreement.

It is understood that the employee would not be paid beyond his last day worked.

- 7.06 Recalls will be made in order of seniority, when the Company has work available following a layoff, provided that an employee so recalled is able to meet the normal requirements of the work.
- 7.07 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 and before employee are promoted, of returning to the job from which he was transferred provided he can meet the normal requirements of the job. An employee who declines such opportunity shall forfeit the right to return thereafter.
- 7.08 An employee claiming that he has been laid off or transferred contrary to the provisions of this Article or that he 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. In the case of a layoff or transfer, such grievance shall be filed prior to the seventh working day after the layoff or transfer. 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 place commenced work. The grievor shall supply to the Company reasons and particulars of the basis of his claim in the grievance. It shall be the responsibility of the grievor to establish his right to the job claimed. The Company will investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedures, the employee will be compensated at the appropriate rate of pay for the job he would otherwise have occupied subject to the fulfillment of the following conditions:

- (a) in the case of a grievance covering a layoff, recall or transfer:
- (i) the employee shall designate in such grievance at the time it is lodged, the names of the job incumbents whose jobs he claims he should occupy, provided that he shall be limited to naming not more than six job incumbents; provided further that in the event such grievance is referred to arbitration, pursuant to Article 9, the Federation shall notify the Company 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 Federation and within two (2) working days thereafter, the Federation 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 can perform.
  - (iii) Any compensation will be less any monies earned, Worker's 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 Each Steward, as provided for in 6.01 (a), and the Chairman of the Federation, who have five or more years' seniority and who have held office in excess of one month, shall have preferential seniority exercisable in respect of a layoff or transfer resulting from lack of work, and they shall be given a job provided they can meet the normal requirements of the work available.

7.10 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 12 consecutive months.
- (b) during leave of absence granted to an employee in writing to the Company.
- (c) during a layoff not to exceed 12 months.

7.11 Seniority shall be maintained as follows:

- (a) during the continuation of an illness as shown in 7.10(a).
- (b) during a layoff in excess of 12 months, but not in excess of 36 months.

7.12 Seniority shall be lost and employment terminated:

- (a) if an employee leaves the employ of the Company of his 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 layoff is in excess of 36 consecutive months.
- (d) if an employee absents himself from work for a period in excess of one week without satisfactory explanation.
- (e) following a period of layoff, a former employee fails to notify the Company within 3 working days of the date of mailing to his last address on Company records, of a registered letter by the Company, advising him to return to work, of his intention to return to work and/or fails to report for work within two weeks of the date of such mailing unless he has given a satisfactory explanation.

7.13 An employee who was formerly in the bargaining unit, upon re-entry shall retain his 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 years service, such employee shall be restored full seniority to his last hiring date.

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

## ARTICLE 8

### GRIEVANCE PROCEDURE

- 8.01 *Any* difference between the Company and one or more of its employ 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 may constitute a grievance 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 st. the Article and Clause(s) of the Agreement alleged to be violat
- 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 fili: of the grievance.
- 8.04 It will be the responsibility of the Company to supply the Federation with a list showing the various levels of supervision through which grievances will be processed. The Company shall ke the Federation informed as to any change in the list.
- 8.05 When an employee considers that he has a just or reasonable complaint he should so inform his immediate Supervisor without delay, and state his complaint fully to provide the Supervisor w 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 his Supervisor.
- One copy of the grievance will be forwarded to the Federation, a one copy will be retained by the employee. The Supervisor will answer the grievance in writing within two working days of its receipt.

8.07 Second Stage:

If the disposition of the grievance by the Supervisor is not satisfactory, the Federation or the employee may, within four (4) working days of receiving the Supervisor's answer, refer the grievance to the Department Manager or his appointee. A meeting will be scheduled by the Company between the appropriate representatives of the Company and the Section Steward and the employee if he 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 Federation may, within five (5) working days of receiving the Second Stage answer, refer the matter to the Manager, Human Resources, Hamilton Plant. A meeting will be scheduled by the Company between the Manager, Human Resources, Hamilton Plant or his appointee, the employee concerned if he so desires, and the Chairman of the Federation or his appointee, to be held within five (5) working days, and an answer will be given 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 Federation each may have three (3) representatives who shall be employees of the Company in addition to those already named. At the third stage, the Federation may also have present a recognized representative of the Federation who is not an employee of the Company. The Company will give the Federation 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 8.07, 8.08 and 8.14 hereof, and any mutually agreed upon extensions 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 Federation 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 and the Federation may only be withdrawn by the Federation.

- 8.12 (a) A claim by an employee; who has completed his probationary period, that he 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.
- (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 Federation or its Officers or any of its members, arising from the interpretation, application, nonapplication or violation of any provision of this Agreement. The grievance shall first be presented in writing to the officials of the Federation and a meeting will be held within five (5) working days between the Company and the Federation. The Federation will answer the grievance within five (5) working days of the meeting.
- 8.14 It is recognized that the Federation shall have the right to lodge a grievance concerning the interpretation, application, nonapplication or violation of any provision of this Agreement. The grievance, signed by the Chairman of the Federation or the Chief Steward, shall first be presented in writing to the Manager, Human Resources, and a meeting will be held within five (5) working days between the Federation and the Company. The Manager, Human Resources, or his appointee, will answer the grievance within five (5) working days of the meeting.
- 8.15 The Company may deduct wages from members of the Federation 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 is not being paid within the rate range of his Level of Responsibility, or that he is improperly classified, such a grievance may be processed to arbitration if 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 shall appoint a representative and the representatives shall select a third party who will act as Chairman. In the event that the two 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, 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 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 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 Federation 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" - Salary Schedule.
- 10.02 When new or changed work assignments are implemented by the Company, the employee affected, or the Federation on the employee's behalf, may submit, within twenty (20) working days of the date of implementation thereof, a grievance in writing under Sections 8.13 and 8.14 claiming that the work assigned to him has not been properly classified in the appropriate Level of Responsibility.
- In submitting any such grievance, the employee or the Federation 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 Section 10.02, the authority of the Arbitration Board shall be limited to confirming that the employee's work assigned to him has been properly classified in the appropriate Level of Responsibility or that the employee's work should be assigned to him in another Level of Responsibility. Confirmation of the appropriate Level of Responsibility shall be made by consistent application of the Levels of Responsibility and be 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.
- 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 pre-transfer rate is equal to or greater than the Maximum rate for the job to which he is transferred, he shall be paid the Maximum rate for the job to which he is transferred.
  - (b) If his pre-transfer rate is less than the Maximum rate of the job to which he is transferred, he shall be paid his pre-transfer rate.



10.06 The performance of each employee will be reviewed annually and the results made known to the employee concerned. Such performance reviews will be conducted concurrent with the non represented Hamilton employees. Salary increases may or may not result from such performance reviews.

## ARTICLE 11

### TECHNOLOGICAL CHANGE

11.01 (a) Technological change for the purpose of this section shall mean the introduction of new equipment and resulting new systems which directly alters the employee's immediate job and necessitates the employee to acquire new occupational skills or render obsolete, his present occupational skills causes him to be removed from his present occupational classification.

(b) In the event such technological change should occur, the Company will notify the Federation as soon as approval for such expenditure is received. Such discussions will include study of the details of the change and any problems that may arise in relation to its effects on the employees in the Bargaining Unit.

11.02 (a) At the time of the introduction of the technological change as defined in 11.01 (a) above, the Company will train the required number of employees necessary. Such employee(s) must possess the required qualifications and experience in order to meet the normal requirements of the changed job within a training period of two (2) months.

(b) In the event that an employee is unable to meet the normal requirements of the changed job after training, he will be subject to the provisions of Article 7 in the Collective Agreement.

11.03 The provisions of this Article are applicable to all employees provided they have completed their probationary period in accordance with Article 7.01.

## ARTICLE 12

### HOURS OF WORK AND OVERTIME

- 12.01 The standard work day as now established by the Company shall remain in effect but in no event shall the work day commence before 6:00 a.m. nor continue after 6:30 p.m.
- 12.02 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. Having been designated by the Company, there shall be no change in the normal work week (37-1/2 hours per week or 40 hours per week) in effect in any area of the bargaining unit during the term of this Collective Agreement. 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. However the Company will confer with the Federation prior to changing its normal working schedule.
- 12.03 Authorized work performed over seven and one-half (7-1/2) hours per day by an employee scheduled on a standard work week of thirty-seven and one-half (37-1/2) hours, and authorized work performed over eight (8) hours per day by an employee scheduled on a standard work week of forty (40) hours shall be paid at the overtime rate of time and one-half the employee's equivalent hourly rate, except in the case of Sunday, in which case the overtime worked shall be paid at the overtime rate of two times the employee's equivalent hourly rate. There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is payable. 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).
- 12.04 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.

## ARTICLE 13

### SPECIFIED HOLIDAYS

13.01 The Company agrees to pay an employee his regular day's pay for following holidays and half shift holidays without requiring an employee to render service:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day

### Observance of "Floater" Holidays

1996: (First) Friday, May 17th  
(Second) Friday, August 30th  
(Third) Friday, October 11th

1997: (First) Friday, May 16th  
(Second) Monday, June 30th  
(Third) Friday, August 29th

1998: To be determined as early as possible by management following discussion with the Union.

Heritage Day: If proclaimed by the Government of Canada, one (1) of the three (3) existing "Floater" Holidays shall be observed as "Heritage Day".

The last half of the employee's normally scheduled shift on the work day immediately prior to Christmas Day up to a maximum of four (4) hours.

The last half of the employee's normally scheduled shift on the work day immediately prior to New Year's Day up to a maximum of four (4) hours.

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.

13.02 (a) In order to qualify for holiday pay in respect of Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Heritage Day (or the day in lieu of), and the two 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) In order to qualify for holiday pay in respect of:
- (i) Christmas Day and the last half of the employee's normally scheduled shift on the work day immediately prior to Christmas Day; and
  - (ii) New Year's Day and the last half of the employee's normally scheduled shift on the work day immediately prior to New Year's Day;

the employee must, except for excused lateness, work the first half of the normally scheduled shift on the work day the half shift holiday concerned and the full shift holiday on the work day immediately following either Christmas Day or New Year's Day as the case may be.

- (c) 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 subsections (a) and/or (b), he 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,
  - (iii) layoff.
- (d) If the employee is absent from work due to illness, verified by a doctor's certificate when requested by the Company, for the duration of a pay period in which a specified holiday is observed, without loss of salary, then the employee shall not be disqualified from payment of regular salary, for the specified holiday.

13.03 *An employee required to work on the day on which the specified holiday is observed, or the second half of the shift in the case of specified half holidays referred to in paragraph 13.01 will receive overtime payment at the rate of time and one-half for all hours worked, in addition to the specified holiday pay.*

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

## ARTICLE 14

### VACATIONS WITH PAY

- 14.01 An employee will be granted annual vacations at his regular rate pay on the following basis:
- (a) two weeks after one year of continuous service, if complete by July 31st.
  - (b) three weeks after four years of continuous service, if completed by December 31st.
  - (c) four weeks after ten years of continuous service, if completed by December 31st.
  - (d) five weeks after twenty years of continuous service if completed by December 31st.
  - (e) six weeks after thirty years of continuous service if completed by December 31st.
- 14.02 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 who 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 earnings for work performed during the year prior to July 31st.
- 14.03 The Company may require an employee with less than one year's continuous service by July 31 to accept leave of absence without pay during a vacation shutdown period, or any request for such leave may be granted.
- 14.04 Employees granted vacation under clause 14.01 shall have at least two 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.
- 14.05 Where a specified holiday falls within the employee's vacation period, it will be compensated for by an extra day's vacation.
- 14.06 Vacations shall not be postponed from one year to another.
- 14.07 The Company may, in respect of a fifth or sixth week of vacation set out in 14.01 above, exercise an option to make payment for such week at the employee's regular rate of pay in lieu of scheduling vacation time.

ARTICLE 15

BEREAVEMENT PAY

- 15.01 Subject to the following conditions the Company will make payment of salary to an employee who is absent solely due to a death in immediate family.
- (a) such employee must have completed his probationary period.
  - (b) such employee except for the death and funeral would otherwise be at work.
- 15.02 Members of the employee's immediate family are defined for the purpose of this Agreement as spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren, brother-in-law, and sister-in-law.
- 15.03 An employee will receive payment for time lost from his 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, for a maximum of three (3) days' absence.  
  
\*Note: For spouse, son, daughter, father and mother modify to read for a maximum of five (5) days absence.
  - (b) 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.  
  
\*Note: For spouse, son, daughter, father and mother, modify to read that the time to be paid for may be five (5) consecutive working days from the day of death through the third day after the funeral inclusive.
  - (c) when requested by the Company, the employee will furnish satisfactory proof of death of the member of his immediate family.
- 15.04 An employee will be granted paid leave for one day solely for the purpose of attending the funeral of a grandparent.
- 15.05 An employee will not be eligible to receive payments under the provisions of this article for any period in which he is receiving other payments in the form of vacation pay, specified holiday pay, sick benefit, or Worker's Compensation.

## ARTICLE 16

### JURY DUTY

- 16.01 An employee, who is called for jury duty, will receive for each day of absence from work therefore, 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.
- 16.02 An employee who is subpoenaed to appear in court as a witness will be compensated for earnings lost in the same manner and subject to the same conditions as stated in Section 16.01 above.

## ARTICLE 17

### LEAVE OF ABSENCE

- 17.01 An employee will be granted leave of absence without pay to perform full time work for the Federation subject to the fulfillment of the following conditions:
- (a) at least 15 days' 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 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 Federation, but in any event shall not extend beyond the expiry date of this Agreement.

Upon completion of such leave of absence, the employee will be entitled to return to his former work assignment, and will be paid at the relative position within the rate range of such Level of Responsibility, providing his length of service entitles him to the job and the work is available.

- 17.02 The Company will grant leaves of absence up to a total of ten (10) days in each calendar year without pay to employees for the purpose of attending Federation 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.
- 17.03 The Company will not unreasonably refuse to grant leave of absence to an employee for personal reasons.

## ARTICLE 18

### NOTICE BOARDS

- 18.01 The Company agrees to post notices on behalf of the Federation or notice boards in areas where draftsmen are employed. All notices shall first have the approval of the Company before posting, and change shall be made in a notice by either the Company or the Federation after such approval has been given.
- 18.02 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 Federation.

## ARTICLE 19

### DEDUCTION OF FEDERATION DUES

- 19.01 All employees hired during the term of this Agreement will be required, within thirty days after their employment, to authorize the Company in writing to deduct on a four-week pay period basis from such employee's pay cheque an amount equal to Federation dues which will be remitted to the authorized representative of the Federation. Such authorization shall be signed by each employee and shall be on a form submitted by the Federation to the Company for approval. The same requirements shall apply to any present employee within 30 days after the date of signing of this Agreement for whom no authorization card is on record with the Company. The deduction of such dues shall not commence prior to seven days after the receipt by the Company of the authorization.
- 19.02 An employee shall have the right to cancel such authorization upon written notice to the Company at any time within a period of fifteen days prior to the expiry date of this Agreement. Upon receipt of such notice the Company will notify the Federation of the employees who have so revoked such dues deduction.





19.03 The Federation agrees to keep the Company harmless from any claim against it by an employee which arise out of the deduction from employee's pay cheque of such Federation Dues.

19.04 It is agreed that the Chief Steward or his designate shall have right to interview a new employee during a five minute period, a time and place to be designated by the Company. The expense of s interview will be borne by the Federation.

ARTICLE 20

DURAT AND TERMINAT

20.01 This Agreement shall continue in full force and effect until December 31, 1998.

20.02 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 70 days nor more than 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 representative.

SIGNED BY THE PARTIES HERETO on the  
of \_\_\_\_\_ at the City of Hamilton, Ontario

On Behalf of:

On Behalf of:

CAMCO :

IFPTE LOCAL 164:

Mink Courts  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
David Bone  
\_\_\_\_\_

## APPENDIX "A"

### LEVEL OF RESPONSIBILITY

#### DRAFTSMAN GROUP LEADER

A non-supervisory employee who directs the activities of an assigned draft 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 preliminary 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 at to re and designs (for the concepts have been established by adapting them from previous designs and designs which have been previously designed and/or written in the past).

His designs will be portrayed by hand and/or written in the past.

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

#### DRAFTSMAN INTERMEDIATE

An employee who works independently following provided source material, e.g. by marked prints, sketches or verbal standard material, that may require some interpretation and interpretation of all of the mechanical details and requirements. He will be responsible for the completion of drawings with the help of methods and procedures.

#### DRAFTSMAN JUNIOR

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

**APPENDIX B**

**40 HOURS WORK WEEK**

SALARY SCHEDULE

EFFECTIVE January 1, 1996

LEVEL OF RESPONSIBILITY	MINIMUM WEEKLY RATE	MAXIMUM* WEEKLY RATE	PROGRESSION STEPS			
			6 MTHS	12 MTHS	18 MTHS	24 MTHS
Draftsman Group Leader \$15.40	\$815.36	\$905.36				
Draftsman Special \$14.83	\$786.51	\$876.51				
Draftsman Senior \$14.33	\$765.86	\$850.86	\$778.86	\$791.86	\$810.86	
Draftsman Intermediate \$11.17	\$649.75	\$689.75	\$663.75	\$671.75	\$679.75	\$687.75
Draftsman Junior \$ 9.50	\$581.65	\$604.65	\$587.65	\$594.65	\$598.65	\$604.65

\* NOTE: BASED ON MERIT, THE "PROGRESSION STEPS" MAY BE ACCELERATED UP TO BUT NOT EXCEEDING THE MAXIMUM SALARY PAYABLE.

Effective January 1, 1997 apply general increases to the maximum Weekly Rate as follows, and calculate rate ranges as in the above.

<u>Level of Responsibility</u>	<u>General Increase January 1, 1997 \$/Week</u>
Draftsman Group Leader	15.09
Draftsmen Special	14.37
Draftsman Senior	13.73
Draftsman Intermediate	9.70
Draftsman Junior	7.58

Effective January 1, 1998 apply general increases to the maximum Weekly Rate as follows, and calculate rate ranges as in the above.

<u>Level of Responsibility</u>	<u>General Increase January 1, 1998 \$/Week</u>
Draftsman Group Leader	\$17.51
Draftsman Special	16.33
Draftsman Senior	15.84
Draftsman Intermediate	10.88
Draftsman Junior	8.27

APPENDIX B

37 1/2 HOURS WORK WEEK

SALARY SCHEDULE

EFFECTIVE January 1, 1996

LEVEL OF RESPONSIBILITY	MINIMUM WEEKLY RATE	MAXIMUM* WEEKLY RATE	PROGRESSION STEPS			
			6 MTHS	12 MTHS	18 MTHS	24 MTHS
Draftsman Group Leader \$14.44	\$764.44	\$848.82	-	-	-	-
Draftsman Special \$13.91	\$737.46	\$821.76	-	-	-	-
Draftsman Senior \$13.44	\$718.03	\$799.71	\$730.21	\$742.40	\$760.21	-
Draftsman Intermediate \$10.47	\$609.18	\$648.68	\$622.30	\$629.80	\$637.30	\$648.68
Draftsman Junior \$ 8.87	\$545.29	\$564.76	\$550.91	\$557.48	\$561.23	\$564.76

\* NOTE: BASED ON MERIT, THE "PROGRESSION STEPS" MAY BE ACCELERATED UP TO BUT NOT EXCEEDING THE MAXIMUM SALARY PAYABLE.

Effective January 1, 1997 apply general increases to the Maximum Weekly Rate as follows, calculate rate ranges as in the above.

<u>Level of Responsibility</u>	<u>General Increase January 1, 1997 \$/Week</u>
Draftsman Group Leader	\$14.15
Draftsman Special	13.47
Draftsman Senior	12.87
Draftsman Intermediate	9.09
Draftsman Junior	7.05

Effective January 1, 1998 apply general increases to the Maximum Weekly Rate as follows, calculate rate ranges as in the above.

<u>Level of Responsibility</u>	<u>General Increase January 1, 1998 \$/Week</u>
Draftsman Group Leader	\$16.42
Draftsman Special	15.59
Draftsman Senior	14.85
Draftsman Intermediate	10.02
Draftsman Junior	7.69

APPENDIX C

COST OF LIVING ALLOWANCE

- (a) The formula for calculation of cost of living allowance shall be one cent (1) per hour for each full 0.32 point rise in the Consumer Price Index (1971 base) published by Statistics Canada.

The continuance of the cost of living allowance shall be contingent upon the availability of the relevant monthly Statistics Canada Consumer Price Index in its present form and the same base period of 1971 = 100.

- (b) In the first year (effective January 1, 1996) the following will apply.

- An allowance equal to one cent (1) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of September, 1996 exceeds the CPI for the month of June, 1996.

The result of this comparison, multiplied by the applicable hours of work, shall be applied to the Salary Schedule rates in the first pay period following the release by Statistics Canada of the Consumer Price Index for the month of September, 1996.

- (c) In the second year (effective 1 January 1997), the following will apply:

- An allowance equal to one cent (1) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of March, 1997 exceeds the CPI for the month of December, 1996.
- An allowance equal to one cent (1) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of June, 1997 exceeds the CPI for the month of March, 1997.
- An allowance equal to one cent (1) per hour for each 0.32 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of September, 1997 exceeds the CPI for the month of June, 1997.

The result of this comparison multiplied by the applicable hours of work, shall be applied to the Salary Schedule rates in the first pay period following the release by Statistics Canada of the Consumer Price Index for the appropriate month.

(d) In the third year (effective 1 January 1998) the following will apply:

- An allowance equal to one cent (1) per hour for each 0.3 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of December 1997 exceeds the CPI for the month of September 1997.
- An allowance equal to one cent (1) per hour for each 0.3 point rise in the Consumer Price Index 1971 base published by Statistics Canada), by which the CPI for the month of March 1998 exceeds the CPI for the month of December 1997.
- An allowance equal to one cent (1) per hour for each 0.3 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of June 1998 exceeds the CPI for the month of March 1998.
- An allowance equal to one cent (1) per hour for each 0.3 point rise in the Consumer Price Index (1971 base published by Statistics Canada), by which the CPI for the month of September 1998 exceeds the CPI for the month of June 1997.

(e) Effective January 1, 1997, the cost of living amount established in the first year shall be incorporated into the salary rates of all employees for the purpose of premium payment. Effective January 1, 1998, the cost of living amount established in the second year shall be incorporated into the salary rates of all employees for the purpose of premium payment. Effective December 31, 1998 the cost of living amount established in the third year will be incorporated into the salary rates of all employees for the purposes of premium payment.

January 1, 1996

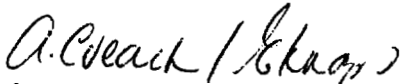
Mr. B. Barbour, Chairman  
Camco Branch  
Local 164, I.F.P.T.E.  
R. R. #1  
Nottawa, Ontario  
L0M 1P0

Dear Sir:

Re: Position Identifications

The Company and Union agree that Position Identifications do not form part the Collective Agreement, and that no Position Identification or any revision thereof will be regarded as a determinant of the normal requirement 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, and 7.11 of Article 7.

tours truly,



A. Cvecich  
Manager Human Resource  
Hamilton Operations

The foregoing is hereby acknowledged and confirmed on behalf of the  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, Local 16  
I.F.P.T.E., A.F. OF L. C.I.O. - C.L.C.



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January 1, 1996

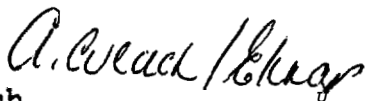
Mr. B. Barbour, Chairman  
Camco Branch  
Local 164, I.F.P.T.E.  
R. R. #1  
Nottawa, Ontario  
L0M 1P0

Dear Sir:

RE: Drafting

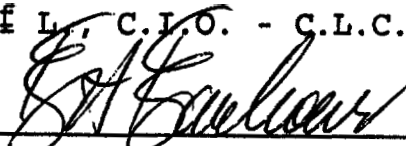
This will serve to confirm our advice to you during negotiations that for the duration of the Collective Agreement dated January 1, 1996, no drafting work customarily performed by draftsmen shall be assigned to employees other than those of the bargaining unit, although it is understood that this letter shall not form part of such Collective Agreement nor shall it be arbitrable as such.

Yours truly,



A. Cvecich  
Manager Human Resource  
Hamilton Operations

The foregoing is hereby acknowledged and confirmed on behalf of the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, Local 164 I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



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January 1, 1996

Mr. B. Barbour, Chairman  
Camco Branch  
Local 164, I.F.P.T.E.  
R. R. #1  
Nottawa, Ontario  
L0M 1P0

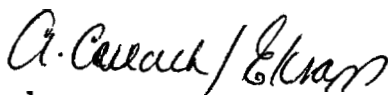
Dear Sir:

RE Seniority - Recalls

For the duration of the Agreement dated January 1, 1996, 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,



A. Cvecich  
Manager Human Resource  
Hamilton Operations

The foregoing is hereby acknowledged and confirmed on behalf of the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, Local 164 I.F.P.T.E., A.F. Of L., C.I.O. - C.L.C.



January 1, 1996

Mr. B. Barbour, Chairman  
Camco Branch  
Local 164, I.F.P.T.E.  
R. R. #1  
Nottawa, Ontario  
LOM 1P0

Dear Sir:

RE: Allocation of Stewards

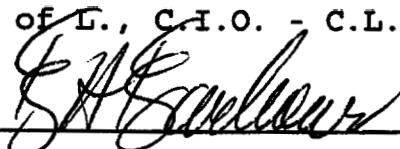
This will serve to confirm our advice to you during negotiations that during the term of the Collective Agreement dated January 1, 1996 should there be new Security areas, or should the Company set up a new division or relocate an existing division in Longwood Road Plant, the Company will discuss with the Federation the question of Steward representation in such areas.

Yours truly,



A. Cvecich  
Manager Human Resource  
Hamilton Operations

The foregoing is hereby acknowledged and confirmed on behalf of the  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, Local 164  
I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



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January 1, 1996

Mr. B. Barbour, Chairman  
 Camco Branch  
 Local 164, I.F.P.T.E.  
 R. R. #1  
 Nottawa, Ontario  
 LOM 1P0

Dear Sir:

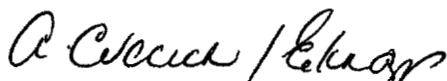
RE: Time Off in Lieu of Overtime Pay, For Overtime Worked

This will serve to confirm our advice to you during negotiations that, for the duration of the Collective Agreement dated January 1, 1996, the Company will extend to employees covered by this Agreement (who, having worked scheduled overtime, are thereby entitled to payment under clause 12.04 of 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 permit; 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 Federation agrees that, in granting time off in lieu of payment for overtime hours worked, the Company will not be held in violation of Article 12 of the Collective Agreement.

Yours truly,



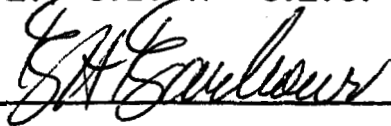
A. Cvecich  
 Manager Human Resource  
 Hamilton Operations

Cont'd....

Jan. 1, 1996, Page 2....

The foregoing is hereby acknowledged and confirmed on behalf of the  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, Local 164  
I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.

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A handwritten signature in cursive script, appearing to read "J.A. Boulton", is written over a horizontal line.

January 1, 1996

Mr. B. Barbour, Chairman  
Camco Branch  
Local 164, I.F.P.T.E.  
R. R. #1  
Nottawa, Ontario  
LOM 1P0

Dear Sir:

Re Effect of Benefits of Other Salaried Employees

This will serve to confirm that should any additional specified holiday(s) any changes to the vacation with pay provisions be implemented with respect to all other salaried employees in the Company's Hamilton operations during the term of the Collective Agreement dated January 1, 1996 such changes will be made applicable to the employees covered by the Collective Agreement.

Yours truly,



A. Cvecich  
Manager Human Resource  
Hamilton Operations

The foregoing is hereby acknowledged and confirmed on behalf of the  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, Local 164  
I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



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January 1, 1996

Mr. B. Barbour, Chairman  
Camco Branch  
Local 164, I.F.P.T.E.  
R. R. #1  
Nottawa, Ontario  
LOM 1PO

Dear Sir:

Re: Effect of Benefits of Non-Represented Salaried Employees

This will serve to confirm the commitment made by the Company during the recent negotiations that for the duration of the Collective Agreement dated January 1, 1996, though not forming part thereof, the Company will continue to provide the same Pensions and Welfare Plan arrangements to employees in this unit as is applicable to non-represented Hamilton salaried employees.

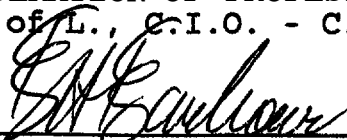
Any changes to these plans which may become effective during the term of the Collective Agreement will be extended to employees in this unit.

Yours truly,



A. Cvecich  
Manager Human Resource  
Hamilton Operations

The foregoing is hereby acknowledged and confirmed on behalf of the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, Local 164 I.F.P.T.E., A.F. of L., C.I.O. - C.L.C.



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