

**A G R E E M E N T**

Between

**SIEMENS WESTINGHOUSE**  
a division of Siemens Canada Limited

and

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

**AND ITS LOCAL 504**

**TO: APRIL 22, 2005**

**HAMILTON, ONTARIO**

SIEMENS WESTINGHOUSE  
UNION OF CANADA

02183<sup>I</sup> (07)

## INDEX

<u>Article</u>		<u>Page No.</u>
	General Purpose	2
1	Recognition and Scope	2
2	Relationship	2
3	Management Rights	3
4	Reporting for Work	4
5	Safety and Health	5
6	Hours of Work and Overtime	5
7	Specified Holidays	7
a	Vacations with Pay	9
9	Wages	10
10	Shift Bonus	13
11	Trainees	13
12	Cost of Living	13
13	Seniority	15
14	Probationary Employees	25
15	Leave of Absence	25
16	Discharge and Suspension Grievances	27
17	Union Representatives	28
18	Grievances	30
19	Arbitration	32
20	National Security	33
21	Service Jobs Outside the Hamilton Area	33

## INDEX

<u>Article</u>		<u>Page No.</u>
22	Union Dues	33
23	Representatives	34
24	Information to the Union	35
25	Notices	35
26	Jury Duty	35
27	Bereavement Pay	36
28	Employee Displacements Through Technological Change	37
29	Duration and Termination	38
	Appendix "A-1" - Rates	40
	Appendix "A-2" - Job Evaluation Programme	43
	Appendix "B" - Safety and Health	45
	Appendix "C-1" - Initiation Fee	51
	Appendix "D" - Skilled Trades	52
	Appendix "E" - Apprentices	55
	Appendix "F" - Job Transfer Request System	58
	Letters of Understanding	59

**AGREEMENT** effective as of May 12, 2002.

**BETWEEN:**

**SIEMENS WESTINGHOUSE**  
**a division of Siemens Canada Limited**  
and herein acting with respect to the  
Hamilton Sanford Avenue Plant

(hereinafter called the "Company")

**AND:**

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

(hereinafter called the "Union")

## **GENERAL PURP**

The general purpose of this Agreement between the Company and the Union is to establish and maintain:

- a) orderly collective bargaining relations;
- b) a procedure for the prompt and equitable handling of grievances;
- c) satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **Article 1** **RECOGNITION AND SCOPE**

- 1.01 Siemens Westinghouse, a division of Siemens Canada Limited, recognizes that the Union is the Collective Bargaining Agent for all of its employees employed on jobs which are, at present, hourly rated jobs located at 35 Myler Street and 1632 Burlington Street East, in the City of Hamilton; and 1149 Northside Drive and 1150 Corporate Drive in the City of Burlington; save and except the office, technical and personnel staff, watchmen, timekeepers, time study personnel, clerical employees and supervisors. It is provided in this connection that no job which is presently hourly rated shall be during the term of the Agreement removed from the bargaining unit.
- 1.02 In the interests of promoting understanding of the Agreement, the Company will supply present and future employees with a copy of this Agreement.
- 1.03 The Union agrees that, in recognition of the fact that efficient and economic production is in the interest of the parties; it will promote amongst its members good workmanship and regular attendance. It is further agreed by the Union that the employees will at all times protect the property of the Company against damage by themselves or others.
- 1.04 In the event that Siemens Westinghouse, a division of Siemens Canada Limited, relocates its Plant, or any part thereof, presently covered under Section 1, Article 1, Recognition and Scope above, to another location or locations in the City of Hamilton during the term of this Agreement, the Company agrees that the Union shall continue to represent any bargaining unit employees presently represented, at that or those new locations in the City of Hamilton, save and except persons excluded under Section 1 above and the provisions of this Agreement shall continue to apply to such employees subject to any appropriate changes required as a result of the foregoing.

## **Article 2** **RELATIONSHIP**

- 2.01 a) The Company shall not discriminate against any employee because of such employee's membership in the Union, or his/her Union activities within the scope of this Agreement.

- 2.01 b) The Union, or its officers, members or agents shall not intimidate or coerce any employee or employees into membership in the Union.
- c) The Company and the Union agree that there shall be no discrimination by the Company or the Union on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap as provided in the Ontario Human Rights Code.
- 2.02 During the term of this Agreement, the Company agrees that there shall be no lock-out and the Union agrees that there shall be no slowdown, strike, or other work stoppage or interference with work.
- 2.03 The Union agrees that unless duly authorized:
- a) Union meetings will not be held on the premises of the Company.
- b) No employee or Union official will solicit membership in the Union or engage in any Union activity on Company time, during his/her working hours, or the working hours of any employee, except as provided for in this Agreement.

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

### **Article 3** **MANAGEMENT**

- 3.01 It is recognized that management of the Plant and direction of the working forces are fixed exclusively in the Company, which maintains all rights and responsibilities of management not specifically modified by this Agreement. The exercise of such rights shall include but not be limited to:
- a) The right to hire, assign, increase and/or decrease the working forces, promote, demote, transfer and make temporary layoffs for lack of business and materials.
- b) The determination of the number and location of Plants, the product to be manufactured, the methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and design of its products, and the control of materials and parts to be incorporated in the products produced.
- c) The making and enforcement of rules and regulations, not inconsistent with this Agreement, relating to discipline, safety, and general conduct of the employees, and to suspend or discharge or otherwise discipline employees for just cause.

- 3.02 Claims of discriminatory upgrading, demotion or transfer, or a claim that an employee has been suspended or discharged without just cause may be made the subject of a grievance and dealt with as provided in this Agreement.
- 3.03 To enable the Company to keep its products abreast of scientific advancements, the Company may from time to time, without reference to seniority hereinafter set forth, hire, teach, transfer or assign duties to technically trained persons and technical students and deal with them as it deems advisable. This practice, however, shall not adversely affect the employees in the bargaining unit.
- 3.04 The Company agrees that these functions will be exercised in a manner not inconsistent with the terms of this Agreement.

**Article 4**  
**REPORTING FOR WORK**

- 4.01 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available; the employee will receive alternate work or pay equivalent to four (4) hours at his/her hourly wage rate. This will not apply under the following conditions:
  - a) Where the employee has been informed a minimum of six (6) hours in advance of his/her regular starting time that he/she is not to report for work.
  - b) Where the plant or part of it or its equipment, is damaged by fire, lightning, flood or tempest.
  - c) Where interruption of work is due to circumstances beyond the Company's reasonable control.
  - d) Where the employee is not willing to accept alternate work. Such alternate work must not be of an unreasonable nature by way of safety, dress requirements, physical demands, etc.
  - e) When the employee fails to keep the Company informed of his/her latest address and telephone number, the Company shall be relieved of its responsibility with regard to notice not to report for work. The Company will supply an authorized "Change of Address" card for this purpose, which will be available upon request at the Human Resources Department.
- 4.02 When an employee reports for work at the normal starting time of the shift and his/her regular job is not available for the full four (4) hours:
  - a) If no further work is available he/she will then be paid at his/her hourly wage rate for the balance of the four (4) hours not worked.
  - b) If alternate work is available then the employee will be assigned to that work and he/she will receive a minimum of pay equivalent to four (4) hours at his/her hourly wage rate for the shift.

- 4.03 An employee is expected to give prior notice when reporting for work following an illness. However, in the event such notice is not given and such absence exceeds one (1) working day, he/she shall not qualify for work or pay pursuant to Sections 4.01 and 4.02 unless he/she has informed the Company **by** no later than 12:00 noon on his/her normally scheduled work day immediately prior to the day that he/she will be returning to work.
- 4.04 Employees who are called in outside of their regularly assigned hours will receive not less than three (3) hours' work or pay at the appropriate premium rate provided under Section 6.03 b). This shall not apply if such is immediately prior to or succeeding his/her regular shift or if a break is requested by the employee. In such cases, Article 6 will apply.

**Article 5**  
**SAFETY AND HEALTH**

- 5.01 The Company shall continue to make reasonable provision for the safety and health of its employees at the factory during the hours of their employment. The Union will co-operate with the Company in maintaining good working conditions and will assist in assuring observance of safety rules.
- 5.02 The Company welcomes from the Union, its members, or any employee, suggestions regarding safety and health.
- 5.03 The total understanding between the parties regarding safety and health is set out in Appendix "B" to the Agreement.

**Article 6**  
**HOURS OF WORK AND OVERTIME**

- 6.01 The normal hours of work shall be forty (40) hours per week consisting of five (5) eight-hour days, Monday to Friday inclusive. This is not to be read or construed as a guarantee to provide work for any period whatsoever.
- 6.02 Hours of work in excess of eight (**8**) hours per day, Monday to Friday inclusive, and hours of work on Saturday and Sunday, will be treated as overtime hours and will be paid for at a premium rate **as** provided under Section 6.03 b) below, except that when employees change shifts at their own request, they shall not be entitled to such premium rate by reason of the fact that they have worked two (2) eight-hour shifts in the twenty-four (24) hour day.
- 6.03 a) In computing daily overtime hours, a day shall be the twenty-four (24) hour period following the regular starting time of the shift on which the employee is working except that the provisions of this Article shall not apply so that hours paid at a premium rate for work performed on an employee's second day following his/her regular work week entitle him/her to a premium rate for any hours worked as part of his/her normal hours of work.



6.03 b) Overtime hours worked will be paid for at a premium rate calculated on the basis of one and one-half (1-1/2) times an employee's hourly wage rate except in the case of Sunday, when that day is the second day following an employee's normal work week (that is, Monday to Friday inclusive), in which case the overtime hours worked will be paid for at a premium rate calculated on the basis of two (2) times an employee's hourly wage rate.

6.04 The following exception to Sections 6.01 and 6.02 will apply:

Hours of work for Boiler House employees shall be forty (40) hours per week. Due to the scheduling of rotating shifts, employees may be required to work as many as eight (8) consecutive days without having a day off, except that in the case of hours worked in excess of eight (8) hours per day or hours worked in excess of an average forty (40) hours per week during the work cycle agreed upon between the Company and the Union, such hours worked will be treated as overtime hours and will be paid for at a premium rate calculated on the basis of one and one-half (1-1/2) times an employee's hourly wage rate. Such premium rate will also be paid for hours worked on Saturday and Sunday by Boiler House employees, except when Sunday is the second day following an employee's normal work week in which case the premium rate for hours worked on Sunday will be calculated on the basis of two (2) times an employee's hourly wage rate.

6.05 For the purposes of calculating payment for time worked under Article 6 and under Article 7, time worked on a scheduled shift commencing prior to 10:00 p.m. shall be treated as if worked on the calendar day on which such shift commenced. Time worked on a scheduled shift commencing at or after 10:00 p.m. shall be treated as work performed on the immediately following calendar day.

6.06 a) As far as possible, the opportunity to work overtime will be equally distributed amongst the qualified employees in the overtime group who are regularly employed on the work in question. Normally, such distribution would not result in a range of overtime opportunities greater than sixty (60) hours paid. The acceptance of overtime assignments is voluntary, however, should customer demands necessitate scheduled overtime, each employee is expected to co-operate with the Company in the performance of such work and the Company agrees to accept reasonable grounds for the employee declining to perform such work.

b) Any misapplication of Section 6.06 a) within the group shall be discussed between the parties and after such discussion shall be rectified within forty-five (45) days, by affording the appropriate employee, the opportunity to work an equivalent amount of overtime at the same premium rate. Such assignments will not serve as a basis for a claim by another employee that a distribution error has been made.

c) Distribution of overtime shall be recorded on the basis of overtime hours paid and opportunities for hours paid. Opportunities to work overtime on the same day or (extended shift), that are refused by an employee shall not be recorded.

- 6.06 d) Employees new to the group and employees who return from an absence in excess of four (4) weeks will be considered to have worked the average number of overtime hours recorded for such group. The Company shall keep a record of overtime hours in each department and update on a weekly basis. Such records will be made available to the Departmental Steward. Overtime records will be kept on a yearly basis, from October 1st to September 30th, and new records prepared for application on October 1st.
- e) In the event that employees are required for overtime assignment in addition to those in Section 6.06 a), the Company will be free to distribute such overtime opportunities amongst other qualified employees outside the department who are qualified to perform the work. Such overtime hours will be recorded on the employee's overtime record.
- 6.07 The Company may change work schedules, including the scheduling of more or less than the normal working time, but will confer with the Committee person before making any general change in group, department, or plant work schedules.
- 6.08 In no case will an overtime premium rate be paid twice for the same hours worked.

**Article 7**  
**SPECIFIED HOLIDAYS**

7.01 The Company agrees to pay an employee, as provided under Section 7.04 below, for the following specified holidays without requiring an employee to render service.

New Year's Day	Heritage Day or the 3rd Monday in February	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving Day	Christmas Day
December 26th		
<u>In 2002</u>	<u>In 2003</u>	<u>In 2004</u>
June 28	June 30	July 2
August 30	August 29	September 3
October 11	October 10	October 8

7.02 For the application of the Sections of this Article, a specified holiday as listed above shall be observed on the day on which it occurs, except that if such a holiday occurs on a Saturday it shall be observed on the preceding Friday and except, also, if such a holiday occurs on a Sunday it shall be observed on the following Monday.

- 7.03 An employee shall qualify for holiday pay under Section 7.01 above:
- a) If he/she works a number of hours equivalent to five (5) full shifts in the normal bi-weekly pay period in which the specified holiday is observed. The five (5) shift requirement in the above shall be reduced by the number of specified holidays greater than two (2) observed in the bi-weekly pay period.
  - b) If he/she works one (1) or more shifts in the pay period in which the holiday falls and has been unable to complete the required five (5) full shifts referred to in sub-section a) above, on account of a layoff due to work shortage or an absence due to verified illness, in excess of the equivalent of four (4) shifts in the pay period in which the specified holiday is observed.
  - c) If he/she is prevented from complying with the provisions of sub-section 7.03 b) as a result of the application of Section 13.05.
  - d) If he/she is a new employee, has complied with the provisions of sub-section 7.03 a), and he/she commences work prior to the day of observance of the specified holiday.
  - e) If he/she is an employee recalled from layoff, he/she complies with the provisions of sub-section 7.03 b) and commences work prior to the day of observance of the specified holiday, this sub-section e) will not apply if the holiday is observed on the first day of the pay period and the employee commences work on the first normal working day following observance of the holiday.
- 7.04 The specified holiday pay as referred to in this Article will be calculated on the basis the employee's hourly wage rate multiplied by the number of hours in the employee's standard workday.
- 7.05 Shift bonus for employees permanently on night shift will be included in calculating payment for the day on which such specified holiday is observed. A permanent night shift employee is an employee who, during the three (3) months' period immediately prior to the pay period in which the specified holiday is observed, has not rotated to the day shift for one (1) full week.
- 7.06 An employee required to work on the day on which the specified holiday is observed, will receive overtime pay as shown in Article 6, in addition to the specified holiday pay.
- 7.07
- a) If the specified holiday is observed during an employee's annual vacation, payment for such holiday will be made. Annual vacations shall be considered worked time for the purpose of qualifying for specified holiday pay.
  - b) Specified holidays in a pay period shall be considered worked time for the purpose of qualifying under Section 7.03 b) for specified holiday pay provided the employee also works at least one (1) other shift in the pay period in which the specified holiday is observed.

**Article 8**  
**VACATIONS WITH PAY**

- 8.01 Annual vacations will be paid on the following basis:
- i) **Six (6)** weeks after twenty-nine (29) years' continuous service if completed by December 31st.
  - ii) Five (5) weeks after nineteen (19) years' continuous service if completed by December 31st.
  - iii) Four (**4**) weeks after ten (10) years' continuous service if completed by December 31st.
  - iv) Three (3) weeks after four (4) years' continuous service if completed by December 31st.
  - v) Two (2) weeks after one (1) year's continuous service if completed by July 31st.
- 8.02 Vacations will be scheduled by the Company and shall be completed within the calendar year. It is not permissible to postpone the vacation period or any part thereof from one year to another. The Company may in respect of a fifth and sixth week of vacation as set out in Section 8.01 above exercise an option to make payment for such week(s) in accordance with Section 8.04, in lieu of scheduling vacation time. The option set out in the above paragraph shall be exercised only with the concurrence of the affected employee.
- 8.03 In the event the Company schedules vacations on a shutdown basis by department, division or plant(s) at varying times, it is understood that such shutdowns will not exceed three (3) weeks, not less than two (2) of which will take place within the calendar months of July and August and that the third week of shutdowns will take place as scheduled by the Company.
- 8.04 The allowance for each week of vacation will be determined by multiplying the employee's hourly wage rate by the number of hours in the employee's regular weekly schedule. This will not include hours for which overtime premium is paid.
- 8.05
- a) An employee with less than twelve (**12**) months' continuous service will be paid a vacation allowance calculated on the basis of four (4) percent of the employee's earnings during the period from the employee's date of hiring to July 31st.
  - b) An employee who has been laid off or an employee who has had leave under the provisions of Section 15.04, for a period in excess of sixty (60) working days during the vacation year (August 1st to July 31st), will be paid vacation pay to an amount of 4%, 6%, 8%, 10%, or 12%, whichever figure is applicable, of his/her gross earnings during the year.

- 8.05 c) An employee who is absent from work during the entire vacation year period (August 1st to July 31st), and in receipt of benefits under the Long Term Disability Benefit Plan will not be considered eligible to receive vacation allowance applicable to that year.
- d) An employee who is absent from work during the entire vacation year period (August 1st to July 31st), as a result of a work related injury and in receipt of Loss of Earnings Benefits from the Workplace Safety Insurance Board will be considered to have been at work for purposes of vacation entitlement. Such employee will defer vacation entitlement until medically cleared to return to work, except when the employee will not return to work within the calendar year in which case he/she will be paid the vacation allowance in accordance with Article 8.01. Pursuant to Article 8.02 it will not be permissible to postpone the vacation period or any part thereof from one year to another. That is, vacation entitlement will not accumulate from year to year.
- 8.06 a) An employee with less than twelve (12) months' continuous service with the Company, whose service is discontinued, will be paid four (4) percent of the employee's earnings.
- b) An employee with more than twelve (12) months' continuous service with the Company, whose service is discontinued, will be paid two (2) percent of his/her gross earnings during the year for each week of vacation entitlement.

## **Article 9**

### **WAGES**

- 9.01 All job classifications covered by this Agreement shall be paid on the basis of hourly wage rates. The established job classifications, their titles, code numbers, labour grade and hourly wage rates of pay shall be contained in the Company's "Job Evaluation and Job Classification Manual", and which shall form part of this Agreement.
- 9.02 The Company's "Job Evaluation and Job Classification Manual" shall contain an hourly wage rate for each job classification to be known as the job rate. The job rate shall be the rate for the labour grade in which the job classification has been ranked by evaluation.
- 9.03 The labour grades, and respective job rates and step rates in effect during the term of this Agreement shall be as set forth in Appendix "A-1" hereto, except as may be amended by Article 12.
- 9.04 Wage Progression
- a) Wage progression shall only have application to employees hired on or after November 3rd, 1961 and to their recalls or transfers thereafter. "Job rate" as used herein shall be the job rate for the labour grade of the job classification concerned, established through evaluation.

9.04 b) Wage progression provides for:

- i) A maximum period of three (3) months for employees in job classifications, labour grades No. 1 to No. 6, inclusive, as the qualifying term for progression to job rates.
  - ii) A maximum period of six (6) months composed of two (2) three-month periods for employees in job classifications in labour grades No. 7 to No. 14, inclusive, as the qualifying term for progression to job rates.
- c) The periods referred to herein are three (3) calendar months of time worked in order for an employee to qualify for a progression in hourly wage rate as specified in this Section 9.04.

Therefore, if an employee in the process of qualifying for a progression in hourly wage rate is not at work for a period of more than five (5) full shifts during a three-month period, time equivalent thereto in excess of five (5) full shifts shall be added to the qualifying period of three (3) calendar months.

d) Hiring Rate Determination

When hired, an employee will be paid the start rate for his/her job classification, or may be paid at the progression step rate(s) or job rate, dependent on his/her qualifications as determined by the Company.

9.05 Transfer Wage Rate Determination

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

a) An employee who is transferred:

- i) to a job classification ranked in the same or a lower labour grade and his/her pre-transfer rate is the job rate, shall be paid the job rate of the new job classification.
- ii) to a job classification ranked *in* the same or a lower labour grade, and his/her pre-transfer rate is a progression step rate, shall be paid as follows:
  - 1) if his/her pre-transfer rate is equal to or greater than the job rate for the new job classification, he/she shall be paid the job rate for such job classification.

- 9.05 a) ii) 2) if his/her pre-transfer rate is less than the job rate for the new job classification, he/she shall be paid his/her pre-transfer rate and complete the balance of the time periods required to qualify for the job rate of the new job classification.
- iii) to a job classification ranked in a higher labour grade, the employee will be paid as follows:
- 1) if his/her pre-transfer rate is the job rate he/she will be paid one (1) step rate below the job rate for the new job classification or his/her pre-transfer rate whichever is higher and complete the necessary time period to qualify for the job rate.
  - 2) if his/her pre-transfer rate is a step rate, he/she shall be paid at the same rate, or the start rate for the new job classification, whichever is the higher, and complete the time periods necessary to qualify for the job rate.
- b) An employee who is transferred at the request of the Company for utilization of his/her applicable skills, when there is work for him/her on his/her regular job, and not as a result of other causes set forth herein, shall be paid his/her pre-transfer hourly wage rate or the job rate for the job classification to which he/she is transferred, whichever is the higher, for the duration of such transfer.

9.06 Recall and Return Wage Rate Determination

- a) An employee who is recalled from layoff or who returns to his/her original department or job classification under the terms of Section 13.07 f) i) of the Collective Agreement, shall:
- i) if recalled or returns within a period of two (2) years from the date of layoff or transfer to a job classification in which he/she has a previous record of employment, be paid the job rate or step rate in accordance with his/her previous position in the progression for such job classification and complete the balance of the time periods required to qualify for the job rate, if applicable.
  - ii) if recalled or returns after a period of more than two (2) years from the date of layoff or transfer, or if recalled to a **job** classification in which he/she has no previous record of employment within a period of two (2) years from the date of layoff or transfer, be paid at the start rate, progression step rate(s) or job rate for such job classification, dependent on his/her qualifications as determined by the Company.
- b) Employees **who** have been transferred by reason of Article 13 to a job classification in a lower labour grade level may, if returning to the original labour grade level, within two (2) years, be paid the job rate, dependent on their qualifications as determined by the Company.

**Article 10**  
**SHIFT BONUS**

- 10.01 Employees required to work on any shift starting before 6:00 a.m. or after 12:00 noon, will be paid a shift bonus of one dollar & five cents (\$1.05) per hour.
- 10.02 On three (3) shift operations there shall be eight (**8**) hours in-plant time. There shall be no assigned lunch period for employees on operations of an uninterruptible nature. Employees on three (3) shifts interruptible operations, for which a lunch period has been assigned, will be paid an allowance of .4 hours at their hourly rate.

**Article 11**  
**TRAINEES**

- 11.01 Persons hired as trainees will be so designated by the Company at the time of hire or transfer to trainee status. Such designation will be communicated to the Union in accordance with Section 24.01 c).
- 11.02 Employees designated as trainees will be subject to the terms and conditions of employment as stipulated in this Agreement except as modified in this Article or by the written agreement of the parties.
- 11.03 Trainees shall acquire seniority as provided for under Article 13 – Seniority or as otherwise agreed to in writing. However, such employees, while designated as trainees, shall not acquire seniority for purposes of displacing other employees under the provisions of Article 13 - Seniority and conversely they shall not be subject to being displaced by other employees.

**Article 12**  
**COST OF LIVING**

- 12.01 Following the release by Statistics Canada of the National All Items Consumer Price Index (hereinafter referred to as the CPI - base 1992=100) for October 2002, the Company shall compare such Index figures with the Consumer Price Index for July 2002. A cost of living allowance of one (1) cent for each 0.074 points calculated to the nearest full cent, by which the October 2002 Index is higher than the July 2002 Index, will be added to all labour grade job rates. Such a cost of living allowance will be effective as of the commencement of the first pay period after the Index for October 2002 is published.
- 12.02 Following the release by Statistics Canada of the CPI for January 2003 the Company shall compare such January 2003 Index figures with the CPI for October 2002. A cost of living allowance of one (1) cent for each 0.074 points by which the January 2003 Index is higher than the October 2002 Index, will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.02 exceeds the cost of living allowance which came into effect pursuant to Section 12.01 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for January 2003 is published.



- 12.03 Following the release by Statistics Canada of the CPI for April 2003 the Company shall compare such April 2003 Index figures with the CPI for January 2003. A cost of living allowance of one (1) cent for each 0.065 points by which the April 2003 Index is higher than the January 2003 Index, will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.03 exceeds the cost of living allowance which came into effect pursuant to Section 12.02 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for April 2003 is published.
- 12.04 Following the release by Statistics Canada of the CPI for July 2003 the Company shall compare such July 2003 Index figures with the CPI for April 2003. A cost of living allowance of one (1) cent for each 0.065 points by which the July 2003 Index is higher than the April 2003 Index, will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.04 exceeds the cost of living allowance which came into effect pursuant to Section 12.03 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for July 2003 is published.
- 12.05 Following the release by Statistics Canada of the CPI for October 2003 the Company shall compare such October 2003 Index figures with the CPI for July 2003 and a cost of living allowance of one (1) cent for each 0.065 points by which the October 2003 Index is higher than the July 2003 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.05 exceeds the cost of living allowance which came into effect pursuant to Section 12.04 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for October 2003 is published.
- 12.06 Following the release by Statistics Canada of the CPI for January 2004 the Company shall compare such January 2004 Index figures with the CPI for October 2003 and a cost of living allowance of one (1) cent for each 0.065 points by which the January 2004 Index is higher than the October 2003 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.06 exceeds the cost of living allowance which came into effect pursuant to Section 12.05 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for January 2004 is published.
- 12.07 Following the release by Statistics Canada of the CPI for April 2004 the Company shall compare such April 2004 Index figures with the CPI for January 2004 and a cost of living allowance of one (1) cent for each 0.065 points by which the April 2004 Index is higher than the January 2004 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.07 exceeds the cost of living allowance which came into effect pursuant to Section 12.06 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for April 2004 is published.

- 12.08 Following the release by Statistics Canada of the CPI for July 2004 the Company shall compare such July 2004 Index figures with the CPI for April 2004 and a cost of living allowance of one (1) cent for each 0.065 points by which the July 2004 Index is higher than the April 2004 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.08 exceeds the cost of living allowance which came into effect pursuant to Section 12.07 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for July 2004 is published.
- 12.09 Following the release by Statistics Canada of the CPI for October 2004 the Company shall compare such October 2004 Index figures with the CPI for July 2004 and a cost of living allowance of one (1) cent for each 0.065 points by which the October 2004 Index is higher than the July 2004 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.09 exceeds the cost of living allowance which came into effect pursuant to Section 12.08 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for October 2004 is published.
- 12.10 Following the release by Statistics Canada of the CPI for January 2005 the Company shall compare such January 2005 Index figures with the CPI for October 2004 and a cost of living allowance of one (1) cent for each 0.065 points by which the January 2005 Index is higher than the October 2004 Index will be calculated to the nearest full cent. The amount by which the cost of living allowance calculated under this Section 12.10 exceeds the cost of living allowance which came into effect pursuant to Section 12.09 will be added to all labour grade job rates effective as of the commencement of the first pay period after the Index for January 2005 is published.
- 12.11 The cost of living allowance established under this Article shall not be paid nor form the basis of payment for hours treated as overtime hours for which a premium is to be paid.
- 12.12 The continuance of the cost of living allowance shall be contingent upon the availability of the relevant Statistics Canada Consumer Price Index in its present form and on the same base period of 1992 = 100.

**Article 13**  
**SENIORITY**

- 13.01 The seniority of each employee covered by this Agreement shall be established after a period of probation of sixty (60) worked days and shall then count from the date of employment with the Company, except in the case of students hired during the school vacation, in which case seniority shall be established after a period of probation of ninety (90) worked days.

- 13.02 a) An employee's seniority date (departmental or plant) shall be his/her last hiring date, except that upon returning to work following a layoff in excess of twenty-four **(24)** months, his/her seniority date shall be adjusted in accordance with his/her length of service pursuant to the provisions of Section 13.09 hereof. An employee shall acquire departmental and plant seniority on the following basis:
- i) On completion of sixty (60) worked days with the Company, an employee shall acquire departmental seniority.
  - ii) On completion of ten (10) months' service with the Company, an employee shall acquire plant seniority.
- 13.03 a) For purposes of layoff (meaning here and elsewhere in this Article) layoff from employment or transfers due to lack of work, an employee shall exercise his/her seniority as follows:
- i) An employee with not more than ten (10) months' seniority shall be limited to exercising his/her departmental seniority.
  - ii) An employee with more than ten (10) months' seniority will first exercise his/her departmental seniority and then shall exercise plant seniority.
- b) In the event an employee with seniority, as defined in this Section, is laid off, he/she will be included in the plant recall list.
- 13.04 There shall be no layoff of personnel within a department or plant until probationary employees of such department or plant have been laid off. This Section is subject to such exceptions as may arise under the provisions of Section 13.07 b).
- 13.05 As applied to individual employee(s), the Company may layoff an employee up to a total of fifteen (15) working days in each calendar year without regard to the seniority provisions of this Agreement. In calculating the fifteen **(15)** working days above, a layoff for the second half of a shift or portion thereof will be deemed a half-day, and shall be counted against the fifteen **(15)** working days. Time lost for the following causes will not be subject to the seniority provisions of the Agreement. Neither will it be counted in the fifteen **(15)** day exception referred to herein:
- a) Time lost by an employee during the annual vacation shutdown as a result of such employee's vacation entitlement being less than the shutdown period, it being understood that for the purposes of this sub-Section a), such time so lost will not exceed three **(3)** calendar weeks.

- 13.05 b) If vacation shutdowns are scheduled at varying times in various departments, in no case shall an individual employee who was employed in an area that was shutdown for vacation purposes and was affected by sub-Section a), subsequently be affected again by the provisions of sub-Section a), if during the same calendar year, he/she is employed in another area. The Company will not transfer an employee for the purpose of exposing him/her to the provisions of 13.05 a) more than once in a calendar year.
- c) Time lost by an employee during days on which annual inventory is taken, up to a maximum of two (2) days.
- d) Time lost by an employee due expressly to a shutdown caused by fire, lightning, flood or tempest, causing damage to the plant, or part of it, or its equipment.
- 13.06 a) The Company will post seniority lists in each department showing the departmental seniority of each employee in that department every three (3) months.
- b) The Company will post the plant seniority list every six (6) months in appropriate locations.
- c) Upon reasonable request to the supervisor, the departmental steward shall have the opportunity to scrutinize the departmental recall list maintained by the supervisor.
- 13.07 Subject to the provisions of Appendix "D" where applicable, layoffs or transfers due to lack of work will be governed by the following provisions:
- a) Seniority as defined in Sections 13.02 and 13.03 hereof.
- b) Seniority will be the major factor governing layoffs or transfers due to lack of work, in accordance with Section 13.07 g) i) and ii) hereof, subject to the retained employees being able to meet the normal requirements of the work.
- c) The Company will give seven (7) calendar days' notice in writing to an employee of a layoff, the duration of which is expected to exceed fifteen (15) calendar days. Such notice will indicate, whenever reasonably possible, whether the layoff is expected to be of short or indefinite duration. This provision will not, however, apply with respect to the following:
- i) Probationary employees.
- ii) Layoffs under Section 13.05 although the employee will be informed when the layoff takes place thereunder.
- iii) Layoffs resulting from lack of work owing to any slowdown, strike, or other work stoppage or interference with work by employees covered by this Agreement.

- 13.07 c) iv) Layoffs resulting from such matters as fire, lightning, flood, tempest or power failure.
- d) Employees who are laid off shall be recalled in order of their seniority provided they are able to meet the normal requirements of the **job**. The Company will confirm an employee's recall by registered letter sent to the employee's last address on record with the Company as furnished by the employee. An employee upon being recalled shall notify the Company within three (3) working days of receiving such letter of his/her intention to return to work and shall return to work no later than ten (10) working days from the day such letter is mailed except in the case of verified illness.
- e) An employee who has been transferred within his/her department, as a result of the provisions of this Article, shall be given an opportunity of returning to his/her original **job** or a job as set out in Step 4 of 13.07 g) ii) a), when the vacancy occurs.
- f) An employee who has been transferred to another department, as a result of the provisions of this Article, shall be given an opportunity, if and when production conditions improve, and before additional employees are hired in the department, of returning to his/her original job or a job as set out in Step 4 of 13.07 g) ii) a), in the department from which he/she was transferred.
- i) The date of original transfer. An employee who declines the opportunity of return under e) and f) hereto shall forfeit the right to return thereafter.
- ii) An employee who exhausts his/her rights of return under the provisions of Section 13.07 f) i), and an employee who has lost his/her right of return because of layoff, may apply in writing to the Human Resources Department for a one (1) year extension of such rights, and such request will be granted by the Company, provided the employee, at the time any return is effected has the skill and ability to meet the normal requirements of the job within a maximum period of five (5) working days of re-familiarization. The employee may re-apply in writing for maintenance of such return rights for an additional year after each one (1) year extension and such application will be accepted by the Company subject to the aforesaid conditions. Applications hereunder shall be made during the two (2) week period immediately prior to the expiration of any annual extension.
- iii) An employee who has been laid off may apply in writing to the Human Resources Department to establish a right of return under Section 13.07 e) or f), as the case may be. The Company will honour such a request provided that:
- a) The request is received within fourteen (14) days of the date of layoff;
- b) at the time any return is effected the employee has the skill and ability to meet the normal requirements of the **job**;

13.07 f) iii) c) the employee is eligible for recall.

Recalls effected under this provision are subject to the same terms and conditions as stipulated in Section 13.07 d) including loss of seniority rights under Section 13.10 d).

- g) i) The Company and the Union recognize that it is desirable to keep displacement of one employee by another (bumping) to a minimum, consistent with employees maintaining their seniority rights. Therefore, in locating a job, in accordance with Section 13.07 g) ii) hereof, which is one held by an employee with less Seniority or an open job, the procedure will be to commence from the bottom of the appropriate seniority list and work upwards.
- ii) The procedure for the purpose of locating another job for which an employee may be eligible, will be applied by the Company in relation to the job from which he/she is about to be transferred, provided he/she has the skill and ability to perform the job as verified by Company records, or as furnished by the employee or the Union, in the following manner and sequence:
  - a) in the case of an employee who is eligible to exercise his/her seniority on a departmental basis:

STEP

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

STEP

9 First job commencing from the bottom of the departmental seniority list held by less senior employee

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

STEP

- |    |  |   |
|----|--|---|
| 1  | Open departmental job  | in same labour grade  |
| 2  | Open departmental job  | in one (1) labour grade higher                                  |
| 3  | Open departmental job  | in one (1) labour grade lower                                   |
| 4  | First job commencing from the bottom of the departmental seniority list held by less senior employee | in same labour grade or in one (1) labour grade higher or lower |
| 5  | Open job   | in same labour grade  |
| 6  | Open job   | in one (1) labour grade higher                                  |
| 7  | Open job   | in one (1) labour grade lower                                   |
| a  | First job commencing from the bottom of the plant seniority list held by less senior employee        | in same labour grade or one (1) labour grade higher or lower    |
| 9  | Open job   | in two (2) labour grades lower                                  |
| 10 | First job commencing from the bottom of the plant seniority list held by less senior employee        | in two (2) labour grades lower                                  |
| 11 | For each successively lower labour grade repeat step 9 then 10 down to and including labour grade 1  |   |
| 12 | Any remaining open job   |   |
| 13 | First job commencing from the bottom of the plant seniority list held by less senior employee        |   |

13.07 g) ii) c) For the purpose of locating another job for which an employee with more than ten (10) months' seniority may be eligible in the application of the requirements and procedure of Section 13.07 g) i) and ii) an employee with the skill and ability to perform the job as verified pursuant to Section 13.07 g) ii) shall be eligible for an orientation period of up to three (3) working days provided the Company has reasonable evidence in its records or as provided by the Union or the employee that such orientation period would enable the employee to meet the normal requirements of the work of such job within such three (3) day period.

iii) In the event of the failure to locate a job following the application of procedures set out in Section 13.07 g) i) and ii), an employee will be given notice of layoff (without prejudice to his/her right of grievance) under Sections 13.07 g) i) and ii), and shall be eligible for the first job commencing from the bottom of the plant seniority list held by an employee with less seniority or an open job on a training basis, where the Company has reasonable evidence in its records, or as furnished by the Union or the employee, either that the employee has transferable skills which would enable him/her to meet the normal requirements of the work of such job within a maximum period of fifteen (15) working days (which may be extended by agreement), or that having previously worked on such job (or on a job requiring similar skills) he/she could so perform it within such period. Should the employee, upon being so transferred, be unable to meet such requirements during the maximum period of fifteen (15) working days (or as may be extended by agreement), or should it become so apparent in a lesser time than the fifteen (15) day period, he/she will be eligible for one further transfer on a plant basis to:

An open job or, if no open job is available, a job held by an employee with less seniority, which he/she can perform without training as otherwise provided in this sub-Section.

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

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

- a) While an employee of the Company within the bargaining unit, except as modified herein including Section 13.11.
- b) During a layoff not to exceed twenty-four **(24)** consecutive months.

13.09 An employee shall maintain seniority during a period of layoff in excess of twenty-four (24) months but not in excess of forty-eight **(48)** months,

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

- a) If the employee leaves the employ of the Company.
- b) If continuously laid off for more than forty-eight (48) months.



- 13.10 c) If discharged for just cause and such discharge is not reversed through the grievance procedure provided herein.
- d) If an employee fails to report for work in accordance with the provisions of Section 13.07 d).
- e) If an employee overstays a leave of absence for a period of seven (7) working days without the written permission of the Company.

13.11 An employee of the Company shall, upon being transferred to a job within the bargaining unit, have seniority computed from the last date of hiring, if he/she has previously completed a period of sixty (60) worked days as an hourly rated employee.

Employees transferring out of the bargaining unit subsequent to April 23, 1999, and prior to April 23, 2002, may, at the discretion of Management, be returned to the bargaining unit with no loss of seniority during the twelve (12) month period following the date of such transfer.

Employees transferring out of the bargaining unit subsequent to April 23, 2002, may, at the discretion of Management, be returned to the bargaining unit during the twelve (12) month period following the date of such transfer. Service following the date of such transfer out of the bargaining unit shall not count towards the accumulation of seniority.

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

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

13.12 A department steward who has five (5) or more years' seniority shall have preferential seniority, exercisable within his/her department in respect of a layoff or transfer out of the department resulting from lack of work, and he/she shall be given a job commencing at step 4 of Section 13.07 g) ii) a), provided he/she can meet the normal requirements of the work available. Committee persons shall have preferential seniority on the same basis in their respective zones and the Unit Chairperson shall likewise have preferential seniority on a plant basis.

13.13 An employee claiming that he/she has been laid off or transferred contrary to the provision of this Article, or that he/she has not been recalled in conformity therewith, may lodge a grievance in writing directly with the Manager, Employee Relations – Represented Employees, or his/her appointee, under Section 18.03 of the grievance procedure. The Company will investigate any such grievance and if it is sustained during the course of the grievance or arbitration procedures, the employee will be compensated at the appropriate rate of pay for the job he/she would otherwise have occupied, subject to fulfillment of the following conditions:

- 13.13 a) In the case of a grievance covering a layoff or recall:
- i) The employee shall designate in such grievance at the time it is lodged, the names of 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 19, the Union shall notify the Company in writing at least three (3) weeks prior to the date established for the Arbitration hearing as to the name of one (1) of such job incumbents whose job shall be the subject matter of the claim at the Arbitration hearing. It is understood, however, that if such job incumbent has been transferred or laid off prior to the date set for the Arbitration hearing, the Company will notify the Union and within two (2) working days thereafter, the Union shall advise the Company as to the name of an alternative job incumbent selected from the names as contained in such grievance. In the event that all the original named job incumbents have been transferred or laid off prior to the date established for the Arbitration hearing, the Union shall notify the Company in writing within two (2) working days of the Company notifying the Union that all the named incumbents have been transferred or laid off, one (1) of the original named job incumbents whose job shall be the subject matter at the Arbitration hearing.
  - ii) Pending completion of the grievance procedure under Section 18.03, the employee will, if required by the Company, accept assignment upon one (1) working day's notice, to another job, which he/she can perform.
  - iii) Any compensation will be less any monies earned, or any Employment Insurance, Workplace Safety Insurance or other compensation received by the employee (but exclusive of any other monies, which the employee would normally have continued to receive).
  - iv) The employee shall make every reasonable effort to minimize any loss of earnings resulting therefrom.
- b) The conditions set forth under sub-Section i) and iii) above shall apply to a grievance concerning a transfer.
- c) The grievance shall be lodged:
- i) In the case of a layoff grievance, within a period of ten (10) calendar days where notice is given under Section 13.07 c) and within the same period immediately following the commencement of the layoff where such notice is not given.
  - ii) In the case of a transfer grievance, such grievance shall be lodged within the period of ten (10) calendar days following the date of the disputed transfer.

- 13.13 c) iii) In the case of a grievance arising under Section 13.07 e) and f) above, such grievance shall be lodged within a period of seven (7) calendar days following the date the other employee commenced work on the job the grievor claims.
- iv) In the case of a recall grievance arising under Section 13.07 d), such grievance shall be lodged within a period of six (6) months following the date the other employee, who the grievor alleges was recalled in his/her place, commenced work. If such grievance is sustained, compensation will be payable beginning with the working day nearest to the seventh calendar day prior to the date of the grievance.
- 13.14 If an employee has been transferred to a job in another department, or has been given notice of layoff, in either case under the provisions of this Article 13, he/she may request an interview for the purpose of discussing such transfer or layoff, subject to the following conditions:
- a) The employee shall request his/her supervisor to arrange for such interview, which will take place with a Company representative(s), provided that the request is made to his/her supervisor no later than two (2) working days following the date of such transfer or receipt of such notice of layoff.
- b) The supervisor will arrange for such interview, which will take place no later than two (2) working days following the date he/she received the employee's request.
- c) The Zone Committeeperson, or if he/she is unavailable, a designate, shall be present at such interview, and he/she shall have access to the master seniority list.
- d) Following such interview, if the employee disputes such transfer or layoff he/she may, with the assistance of his/her Zone Committeeperson, prepare and sign a grievance, which shall be lodged in accordance with the provisions of this Article.
- e) The designation of the time and place of such interview as well as the preparation of such written grievance as provided above shall be subject to the direction of the supervisor concerned and such interview including the preparation, if necessary, of a written grievance shall be held during working hours in accordance with the time limits established in this Section.
- 13.15 An employee with seniority who has been absent from work due to illness or accident and, when medically cleared to return to work, is unable in the opinion of the Company, to perform the normal requirements of the work of the job performed by him/her immediately prior to such illness or accident, will be eligible for an open job, provided he/she has the skill and ability to meet the normal requirements of the work. If no such open job is available within ten (10) working days after the above medical clearance, the Company shall apply the following procedure to locate another job for which such an employee may be eligible

- 13.15 provided the employee fulfils the conditions of Section 13.07 g) ii) hereof, in the following manner and sequence:
- a) In the case of an employee who is eligible to exercise his/her seniority on a departmental basis, as set out in Section 13.07 g) ii) a), hereof;
  - b) in the case of an employee who is eligible to exercise his/her seniority on a plant basis, as set out in Section 13.07 g) ii) b).

In the event of the failure to locate a job following the application of the foregoing, then the terms and conditions of Section 13.07 g) iii) shall apply, it being understood that notification of layoff shall not be required.

#### **Article 14** **PROBATIONARY EMPLOYEES**

- 14.01 Where a probationary employee is transferred to another department, he/she will be required to complete sixty (60) worked days, ninety (90) worked days in the case of students, as referred to in Section 13.01 from the date of initial transfer before acquiring seniority. On completion of this sixty (60) worked days, ninety (90) worked days in the case of students as referred to in Section 13.01, the seniority of the employee will be counted from the hiring date in the original department.
- 14.02 The Company has full right to discharge probationary employees for any reason, provided it does not act in bad faith, and this shall constitute a lesser standard than "just cause" for any subsequent grievance. A grievance may be filed by a discharged probationary employee pursuant to this Section.

#### **Article 15** **LEAVE OF ABSENCE**

- 15.01 Leave of absence without pay will be granted to two **(2)** members of the Union with seniority standing for full time National Union work for the duration of this Agreement or until the completion of his/her mission, whichever first occurs. Upon completion of his/her mission or upon the expiration of this Agreement, whichever first occurs, such member will be given re-employment on the basis of his/her continuity of seniority in his/her former position or in a similar position at the rate prevailing at the time of such re-employment.

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

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

15.02 Under this Section, except for leaves of absence due to grievance and arbitration, participation and negotiation preparations and processes, not more than one hundred (100) person-days total leave of absence will be granted in any one (1) calendar year. Notwithstanding the foregoing, the Unit Chairperson or Local President may be granted in addition to one hundred (100) person-days leave of absence in any one (1) calendar year.

It is understood that the Company may withhold leaves requested by the Union and ask the Union to substitute other employees if the numbers of leaves requested in respect of any job or department interferes with the operating requirements of the Company.

15.03 a) Pregnancy Leave

Subject to the following conditions, the Company will grant leave of absence without pay to a pregnant employee at her request.

- i) Such employee must have thirteen (13) weeks of employment before the expected birth date.
- ii) A pregnancy leave referred to in Section 15.03 a) i) above, may be for a duration of up to seventeen (17) weeks and shall not commence prior to seventeen (17) weeks before the expected birth date.
- iii) The pregnant employee must provide the Company with a written request for such leave at least two (2) weeks prior to the date on which the pregnancy leave is to commence.
- iv) The Company may require a certificate from a legally qualified medical practitioner stating the expected birth date.
- v) In the event of medical complications arising out of and caused by the pregnancy, the employee will advise the Company forthwith, and in any event not later than two (2) weeks following her cessation of work, of the date the pregnancy leave is to commence.
- vi) In the event an employee decides to alter the period of her pregnancy leave, she shall provide the Company with four (4) weeks notice, in writing, of such an amendment.

b) Parental/Adoption Leave

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

- i) Such employee must have thirteen (13) weeks of employment prior to the birth or prior to the initial time the child comes into the custody, care and control of the employee.

- 15.03 b) ii) The parental/adoption leave of an employee, who has taken pregnancy leave, must begin when the pregnancy leave ends and in any event shall not exceed thirty-five (35) weeks duration.
- iii) The parental/adoption leave of an employee who is not entitled to take pregnancy leave must commence not later than fifty-two (52) weeks after the birth or following the initial time the child comes into the custody, care and control of the employee.
- iv) Parental/adoption leave referred to in Article 15.03 b) iii) above shall not exceed thirty-seven (37) weeks duration.
- v) An employee who wishes to take parental/adoption leave shall advise the Company in writing at least two (2) weeks prior to the commencement of such parental/adoption leave.
- vi) In the event an employee decides to change the period of the requested parental/adoption leave in order to return to work earlier than originally requested, the employee shall provide the Company, in writing, such notification at least four (4) weeks prior to the date the employee returns to work.

c) Other Provisions

- i) An employee shall maintain and accumulate seniority while absent from work on pregnancy and/or parental/adoption leave.
- ii) Upon the conclusion of the pregnancy leave and/or parental/adoption leave, the employee shall be reinstated to the job classification occupied by the employee immediately prior to the leave(s).
- iii) In the event work is no longer available within the job classification occupied by the employee immediately prior to the commencement of the leave of absence provided for herein, the employee will be entitled to exercise seniority rights in accordance with the provisions of Article 13, Seniority.

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

**Article 16**  
**DISCHARGE AND SUSPENSION GRIEVANCES**

16.01 A claim by an employee that he/she has been suspended or discharged without just cause from his/her employment may be treated as a grievance and a written statement of such grievance, signed by the employee, must be lodged by the Union with the Manager, Employee Relations – Represented Employees, of the Company, or his/her appointee, within four (4) working days immediately following the date of suspension or discharge, and the case shall be disposed of within ten (10) working days in the case of a suspension, and within six (6)

- 16.01 working days in the case of a discharge after the date of filing of the grievance, except where such case goes to arbitration.

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

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

- 16.02 Such suspension or discharge grievance may be settled:
- a) By confirming the Management's action in suspending or dismissing the employee, or;
  - b) by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the parties or a sole arbitrator.
- 16.03 Any Notice of Discipline will be removed from the record of an employee twenty-four (24) months following the receipt of such Notice of Discipline, provided the employee's record has been discipline free for such twenty-four (24) months.

## **Article 17**

### **UNION REPRESENTATIVES**

- 17.01 Definitions:
- a) "Departmental Steward" is a person elected or appointed by the Union members of his/her department to represent the department in which he/she is employed.
  - b) "Committeeperson" is a person elected or appointed by the Union members of his/her zone as their representative.
  - c) "Unit Chairperson" is an employee elected or appointed by the Union members to represent the bargaining unit.
- 17.02 The Company acknowledges the right of the Union to elect or appoint one (1) Steward for each supervisor or each department, whichever is the greater in number, to assist employees in the presentation of their grievances.
- 17.03 The Union acknowledges that Stewards, as well as other members of the Union Committees and the Union officers, will continue to perform their regular duties on behalf of the Company, and that:
- a) Such persons will not leave their regular duties without obtaining permission from their supervisor or their supervisor's manager who will be given a reasonable explanation for the requested absence.

- 17.03 b) When resuming their regular duties after engaging in duties on behalf of the Union they will report to their supervisor or his/her manager immediately upon their return.
- c) Any Union representative who is privileged by this Agreement to take up Union business in a department, other than his/her own, will also report to the supervisor of that department at the time.
- 17.04 A Steward will assist in the grievance procedure as set forth in Article 18 except that in the absence of a steward, the Committeeperson, or designate, may act in his/her place.
- 17.05 A Departmental Steward deputized by the Union to substitute for the Committeeperson may carry out the Committeeperson's duties on behalf of the Union in the event of the Committeeperson's absence from the plant.
- 17.06 The Company will pay for time lost while on company premises and authorized to be absent from regular duties under Section 17.03 during his/her normal hours of work as set out in Article 6, as follows:
- a) 50% of time lost to a maximum of 1½ hours' pay in any one (1) week to Department Stewards.
- b) 50% of time lost to a maximum of 7½ hours' pay in any one (1) week to the Committeepersons.
- c) 50% of time lost to a maximum of 2½ hours' pay in any one (1) week to the Grievance Panel.
- d) 100% of time lost by the Unit Chairperson inclusive of meetings with the Company to a maximum of twenty (20) hours pay in any one (1) week. Such payment will be made at the job rate of labour grade 14.
- e) The Company will supply to the Union a list showing the number of hours paid to each of the Stewards or Committee members named above.
- 17.07 A copy of a written notice of discipline will be given to the employee and the employee's Departmental Steward for the information of the Union as soon as practicable.
- 17.08 Time lost by the Committeeperson, a Steward or the Unit Chairperson during his/her normal hours of work as set out in Article 6, while on Company premises and when authorized to be absent from his/her regular duties under Section 17.03, shall not thereby disqualify him/her for premium rate under Article 6 to which he/she would otherwise be entitled.



**Article 18**  
**GRIEVANCES**

- 18.01 It is the mutual desire of both parties that employee complaints be dealt with as promptly and equitably as possible. Nothing herein shall prevent an individual employee from discussing a complaint with his/her supervisor.
- 18.02 **First Stage:** The employee may request permission of his/her supervisor to discuss and/or prepare a grievance with his/her Department Steward as provided in Section 18.08. A written grievance, signed by the employee or a representative number of the employees concerned, shall be submitted by the Steward and the employee to the supervisor concerned. The supervisor will sign the grievance and indicate the time and date received. The supervisor shall give his/her answer in writing to the Department Steward within three (3) working days of the date on which he/she receives the grievance. The supervisor will, on the same day, give a copy of his/her answer to the employee(s) and the Zone Committeeperson.

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

- 18.03 **Second Stage:** If a settlement is not reached under the first stage above, the grievance shall be submitted to the supervisor's manager by the Zone Committeeperson within thirty (30) days from the date of the supervisor's answer under Section 18.02. The manager shall sign and date the grievance. The grievance will be referred by such manager to the Manager, Employee Relations - Represented Employees of the Company, or his/her appointee.
- 18.04 The Manager, Employee Relations - Represented Employees or his/her appointee will schedule the grievance for the next regularly scheduled second stage meeting under Section 18.05 within two (2) weeks of the date upon which the grievance was received by the Manager, Employee Relations - Represented Employees, or his/her appointee. The Manager, Employee Relations - Represented Employees or his/her appointee shall give an answer in writing to the Unit Chairperson within ten (10) working days of such meeting. A copy of the reply shall be provided to the grievor(s) and the Committeeperson.
- 18.05 Second stage meetings shall be scheduled every second Friday at 10:00 a.m.; however, these meetings shall not be held unless there are outstanding grievances to be heard. The Union shall be advised of the date(s) and location of such meetings by no later than January 31st of each calendar year.
- 18.06 During the second stage meeting as provided above, the Union or the employee may be represented by a representative of the National Office of the Union, the Unit Chairperson, the Zone Committeeperson, the Local President, and a maximum of three (3) members of the Union Grievance Panel who shall be employees of the Company and any employee possessed of factual knowledge

- 18.06 touching on the matter in question. The Company shall also have the right to have present any officers, officials or agents of the Company.
- 18.07 The time limits set out in Section 18.02, 18.03 and 18.04, shall be strictly observed. Any grievance not filed within the time limits established by the provisions of this Agreement shall be considered disposed of or settled. If the Company fails to comply with the time limits established by the provisions of this Agreement, the Union may file the grievance in the next succeeding stage. It is expressly provided, however, that the parties may agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.
- 18.08 The designation of the time and place involved in the discussions and meetings and/or for the preparation of written grievances as provided in Section 18.02 of this Article shall be subject to the direction of the supervisor or manager and shall be held during working hours on the day of the request or as soon as practical thereafter.
- 18.09 The Company shall not be liable for retroactive payments prior to six **(6)** months from the date of filing of a grievance hereunder. It is understood that a grievance should be filed within twelve (12) months of the date of the occurrence which gave rise to it. In the event, however, a grievance is filed more than twelve **(12)** months after the date of the occurrence which gave rise to it, the Company's liability for retroactive payment shall be reduced by the number of days that the period from the date of such occurrence, to the date of the filing of the grievance, is greater than twelve (12) months.
- 18.10 It is understood that the Company may bring forward and give to the Union at any time any grievance:
- a) With respect to the conduct of the Union, its officers or committee members.
  - b) With respect to the conduct of the employees generally.
  - c) With respect to the application or interpretation of any provision of this Agreement.

The grievance shall first be presented in writing to the officials of the Union and a meeting will be held within seven (7) calendar days with the Union and its representatives. Failure to agree within a period of four **(4)** calendar days subsequent to the meeting, will permit the Company to refer the matter to a Board of Arbitration as hereinafter described, within thirty (30) calendar days.

- 18.11 The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be entered by the Local President and/or Unit Chairperson, or in his/her absence, the Zone Committeeperson, with the Manager, Employee Relations-Represented Employees of the Company, or his/her appointee at the second stage of the grievance procedure.

**Article 19**  
**ARBITRATION**

- 19.01 Failing settlement under the grievance procedure set forth in Article 18 hereof, of any grievance between the parties or any employee's grievance, arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, may be referred to arbitration within thirty (30) days.
- 19.02 Within seven (7) days of the notice of election to arbitrate, each of the parties shall select a representative and the two (2) so selected shall designate a third member of the board, who shall act as chairman. In the event that the two (2) representatives originally selected shall be unable to agree on the third member within seven (7) working days of their appointment, the Minister of Labour for the Province of Ontario shall have the power, on the application of the parties hereto to appoint an impartial chairman.
- 19.03 Should either party to the Collective Agreement desire that the matter be heard before a sole arbitrator, they shall so indicate at the time of the referral to arbitration under Section 19.01. A sole arbitrator shall be called to arbitrate on a rotation basis and in order of the following listing:
- |                   |                 |
|-------------------|-----------------|
| 1) Ross Kennedy   | 4) Peter Barton |
| 2) Anne Barrett   | 5) Louisa Davie |
| 3) Randy Levinson | 6) Jane Devlin  |
- A grievance slated for arbitration shall proceed in the following manner:
- a) A letter shall be sent within thirty (30) working days to the arbitrator on a rotating basis.
  - b) Should such arbitrator not be available, the case will be referred to the next arbitrator on the list.
- 19.04 The unanimous or majority decision of the Board of Arbitration or a sole arbitrator with respect to matters coming within the jurisdiction of the Board or the sole arbitrator pursuant to the provisions of this Agreement, shall be final and binding on the parties hereto, and should be rendered within seven (7) working days from the time the matter was referred to the Board or the sole arbitrator.
- 19.05 Such Board of Arbitration or sole arbitrator shall have no jurisdiction to alter, change, amend or enlarge the terms of this Agreement.
- 19.06 Expenses which may be incurred in connection with the chairman or sole arbitrator will be borne equally by both parties to this Agreement.
- 19.07 Where applicable, a grievance, when posted for arbitration, shall state the Article and Sections of this Agreement which it has alleged have been breached.

- 19.08 In the case of any grievance filed under Appendix "A-2", Section 2, the jurisdiction of the Board of Arbitration or sole arbitrator shall be limited to the provisions set forth in Appendix "A-2", Section 4.

**Article 20**  
**NATIONAL SECURITY**

- 20.01 The Federal Government through its agencies, may issue to the Company certain instructions with regard to the security of information and materials and the personnel permitted to work on classified orders. The Union recognizes that the Company has the obligation of meeting such Government instructions. For the purpose only of implementing such instructions, the Company may refuse such employees access to the work and agree to transfer employees covered by the instructions.
- 20.02 Where an employee is transferred out of such work or denied access to it for the reasons above stated, the employee shall retain all other rights accruing to him/her under the Collective Agreement, including seniority rights set out in Article 13, but excluding the right to utilize the Grievance Procedure for the purpose of nullifying the Government's instructions.
- 20.03 The right of an employee to return to his/her original department, when the conditions necessitating this transfer cease to exist, will be subject to the time limits in Section 13.07 f) i) and ii).

**Article 21**  
**SERVICE JOBS OUTSIDE THE HAMILTON AREA**

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

In those circumstances, where the Company's Field Assignment Compensation Policy does not afford a per diem allowance, the Company has established a practice of paying a per diem to hourly employees who work on service jobs outside the Hamilton area. Any hourly employee who is sent on a field assignment outside the Hamilton area will receive a minimum of \$35.00 per day.

**Article 22**  
**UNION DUES**

- 22.01 During the term of this Agreement, the Company shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of regular Union Dues and to remit the amount to the Financial Secretary of Local 504 of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada).

- 22.02 There will be no coercion or intimidation of any employee by either the Company or the Union in regard to the dues deduction arrangement.
- 22.03 Union dues are deductible in each pay period for which an employee receives pay, except where such pay is insufficient to cover dues deduction in which cases the omitted deduction will be recovered in the next pay period in which there is sufficient pay.
- 22.04 The Union agrees to keep the Company harmless from any claims against it by an employee which arise out of deduction under this Article.
- 22.05 It is agreed that before an employee enters the bargaining unit, the Committeeperson, or a Departmental Steward deputized by the Committeeperson, shall have the right to interview such employee during a fifteen (15) minute period at a time and place to be designated by the Company. The expense of such interview will be borne by the Company.
- 22.06 Upon written authorization from an employee (in the form set out in Appendix "C-1"), the Company will deduct a specified uniform amount of initiation fee communicated by the Union to the Company.
- 22.07 **Canadian Skilled Trade Council Dues**  
The Company agrees to deduct Canadian Skilled Trades Council dues as adopted by the Canadian Skilled Trades Council, one-half (1/2) hour per year. This first such dues deduction will be made from the employee's first pay following completion of his/her probationary period. Thereafter, dues deductions will be made in January of each succeeding year or upon completion of one (1) month's work in the calendar year. The Local Union will supply the Company with a list of those employees from whose pay the dues should be deducted. These deductions, along with the names of the employees, shall be remitted to the Financial Secretary of the Local Union.

### **Article 23** **REPRESENTATIVES**

- 23.01 The Union shall supply the Company with the names of those employees who have been elected Union Officers, Grievance Panel members and Stewards, authorized to represent the Union, and the Union shall keep such lists up-to-date and the Company advised accordingly.
- 23.02 The Company will supply the Union with the names, titles and departments of supervisors, managers, and representatives of the Human Resources Department who may be called upon to act with respect to the administration of this Agreement, and the Company shall keep such lists up-to-date and the Union advised accordingly.

Article 24  
NOTICES TO THE UNION

- 24.01 Copies of the following will be sent to the Unit Chairperson and the Local Union office:
- a) All notices which are posted on the plant bulletin boards, which deal with hours, wages or working conditions.
  - b) Copies of the plant seniority lists. Such information will be supplied every six (6) months.
  - c) Information of starts, quits, discharges, address changes, transfers and layoffs of employees, other than layoffs under Section 13.05. Such information will be supplied on a pay period basis.
  - d) A copy of the notices of recall.
- 24.02 The Unit Chair shall be provided with an office, desk, phone and chair.

Article 25  
NOTICES

- 25.01 The Company agrees to post in its plant, Union notices announcing Union meetings or social events, subject to the following conditions:
- a) Such notices shall first receive the stamped approval of the Company prior to posting.
  - b) No change shall be made in any such notice, either by the Company or by the Union, after it has received the stamped approval of the Company.
  - c) Such notices shall be posted on boards exclusively for Union notices.
- 25.02 The Union will not distribute or post or cause or permit to be distributed or posted on the property of the Company, for or on its behalf, any pamphlets, advertising or political matter, cards, notices, or other kinds of literature except with the written permission of the Company.
- 25.03 The parties agree to place seven (7) bulletin boards for the exclusive use of the Union throughout the Sanford Avenue Plant, plus one (1) bulletin board at each of the Burlington Street, Corporate Drive and Northside Drive locations.

Article 26  
JURY DUTY

- 26.01 An employee who is called for jury duty or, subpoenaed as a Crown Witness in a criminal or civil proceeding, will receive for each day of absence therefore, the difference between pay lost, computed at the employee's hourly wage rate and the amount of jury fees or witness fees received, provided that the employee furnishes the Company with a certificate of service signed by the Clerk of the Court, showing the amount of jury fees or witness fees received.

## Article 27

### BEREAVEMENT PAY

- 27.01 Subject to the following regulations, the Company will make payment of wages to an employee who is absent solely due to a death in his/her immediate family.
- a) Such employee must have completed sixty (60) worked days.
  - b) Such employee except for the death and funeral would otherwise be at work.
- 27.02 Members of the employee's immediate family are defined for the purposes of this Agreement as:
- a) spouse, son, daughter, father, mother, stepmother, stepfather, stepson, stepdaughter, and;
  - b) brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, grandson, granddaughter, and;
  - c) grandfather, grandmother, brother-in-law, sister-in-law, daughter-in-law and son-in-law.
- 27.03 An employee will receive payment for the time lost from his/her regularly scheduled hours on the following basis:
- a) Payment will be made on the basis of the employee's hourly wage rate for the employee's regularly scheduled shift up to eight (8) hours per day, exclusive of overtime and other forms of premium pay.
  - b) Payment will be made for up to five (5) days' absence in the case of the death of a member of the employee's immediate family as defined in Section 27.02 a) and in such case, the time to be paid for may be any five (5) consecutive working days from the day of death through the second day after the funeral, inclusive.
  - c) Payment will be made for up to three (3) days' absence in the case of the death of a member of the employee's immediate family as defined in Section 27.02 b) and in such case, the time to be paid for may be any three (3) consecutive working days from the day of death through the day after the funeral, inclusive.
  - d) Payment will be made for one (1) day's absence, to attend the funeral, in the case of the death of a member of the employee's immediate family as defined in Section 27.02 c).
  - e) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his/her immediate family.
  - f) At the discretion of the Company, the bereavement days may be granted on non-consecutive days in order to meet unusual circumstances in particular cases. Such discretion will not be exercised in an unreasonable manner.

27.04 An employee will not be eligible to receive payments under this Agreement for any period in which he/she is receiving other payments in the form of vacation pay, specified holiday pay, disability benefit, or WSIB (Workplace Safety Insurance Board).

**Article 28**  
**EMPLOYEE DISPLACEMENTS THROUGH**  
**TECHNOLOGICAL CHANGE**

28.01 This Article shall have application when the Company introduces machinery or equipment, including new devices to existing machinery or equipment, and such introduction has the initial result of:

- i) displacing an employee, or;
- ii) changing the immediate job of an employee by establishing a different Labour Grade.

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

28.02 The Company will provide a training period of up to fifteen (15) working days (which may be extended by agreement) on a new or changed job created as a result of technological change as defined under Section 28.01 to an employee with seniority who is thereby displaced. An employee will be selected for a training period on the basis of seniority provided the Company has reasonable evidence in its records or as furnished by the employee or the Union that the employee has transferable skills which would enable him/her to meet the normal requirements of the job within a maximum period of fifteen (15) working days.

If the new or changed job thus created is classified in an occupational classification with a lower labour grade than the classification to which the employee was assigned before the new equipment was introduced, the employee may elect to be placed in accordance with Section 13.07 g). A displaced employee unable to qualify for a training period as provided herein will be subject to the provisions of Section 13.07 g) in locating another job. Further, an employee selected for training hereunder but unable to meet the normal requirements of the work of such job during the maximum period of fifteen (15) working days will be subject to the provisions of Section 13.07 g) in locating another job.

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



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

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

**Article 29**  
**DURATION AND TERMINATION**


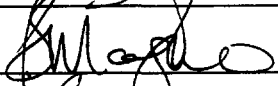

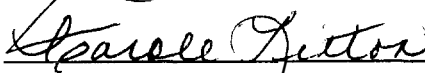
29.01 This Agreement shall remain in effect until April 22, 2005, and unless either party gives to the other party written notice of termination or of its desire to amend the Agreement, then it shall continue in effect for a further year without change.

29.02 Notices that amendments are required or that either party intends to terminate the Agreement may only be given within a period of ninety (90) to seventy (70) days prior to the expiration of this Agreement.

29.03 If such notice of amendment or termination is given, a meeting for the purpose of negotiating such proposals will be held within fifteen (15) days after the giving of such notice, if requested so to do. Such negotiations shall not continue beyond the expiration date of the Agreement or extension unless it is agreed to extend the period of negotiations



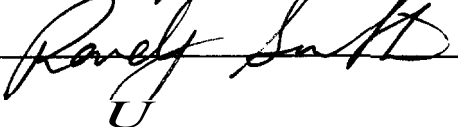
SIGNED by the parties hereto on the 10 day of Oct, 2002, at the City of Hamilton.

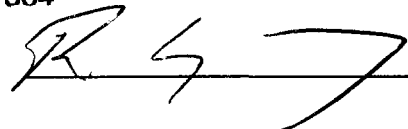
**SIEMENS WESTINGHOUSE**  
a division of Siemens Canada Limited:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_


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

And Its Local 504

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A-1"**

**EFFECTIVE: May 12, 2002  
PROGRESSION STEP RATES**

<b>LABOUR GRADE</b>	<b>START RATE</b>	<b>AFTER 3 MONTHS</b>	<b>AFTER 6 MONTHS</b>	<b>JOB RATE</b>
1	16.637	18.485		18.485
2	16.744	18.604		18.604
3	17.465	19.406		19.406
4	17.654	19.616		19.616
5	17.882	19.869		19.869
6	18.166	20.184		20.184
7	18.302	19.319	20.336	20.336
8	18.922	19.973	21.024	21.024
9	19.664	20.757	21.849	21.849
10	20.445	21.581	22.717	22.717
11	21.441	22.632	23.823	23.823
12	22.547	23.799	25.052	25.052
13	22.547	23.799	25.052	25.052
14	22.869	24.140	25.410	25.410

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

**APPENDIX "A-1"**

**EFFECTIVE: April 23, 2003  
PROGRESSION STEP RATES**

<b>LABOUR GRADE</b>	<b>START RATE</b>	<b>AFTER 3 MONTHS</b>	<b>AFTER 6 MONTHS</b>	<b>JOB RATE</b>
1	16.817	18.685		18.685
2	16.924	18.804		18.804
3	17.690	19.656		19.656
4	17.879	19.866		19.866
5	18.152	20.169		20.169
6	18.436	20.484		20.484
7	18.572	19.604	20.636	20.636
8	19.282	20.353	21.424	21.424
9	20.024	21.137	22.249	22.249
10	20.805	21.961	23.117	23.117
11	21.891	23.107	24.323	24.323
12	23.042	24.322	25.602	25.602
13	23.042	24.322	25.602	25.602
14	23.364	24.662	25.960	25.960

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

**APPENDIX "A-1"**

**EFFECTIVE: April 23, 2004  
PROGRESSION STEP RATES**

<b>LABOUR GRADE</b>	<b>START RATE</b>	<b>AFTER 3 MONTHS</b>	<b>AFTER 6 MONTHS</b>	<b>JOB RATE</b>
1	16.997	18.885		18.885
2	17.104	19.004		19.004
3	17.915	19.906		19.906
4	18.104	20.116		20.116
5	18.422	20.469		20.469
6	18.706	20.784		20.784
7	18.842	19.889	20.936	20.936
8	19.642	20.733	21.824	21.824
9	20.384	21.517	22.649	22.649
10	21.165	22.341	23.517	23.517
11	22.341	23.582	24.823	24.823
12	23.555	24.863	26.172	26.172
13	23.555	24.863	26.172	26.172
14	23.877	25.204	26.530	26.530

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

## APPENDIX "A-2"

### JOB EVALUATION PROGRAMME

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

It provides, however, that any such grievance must be filed directly with the Manager, Employee Relations – Represented Employees, or his/her appointee, under Section 18.04 of the grievance procedure not later than fifteen (15) working days from the date when the Union is notified of implementation of such new or changed job classification under Appendix "A-2", Section 1 hereof, in the case of Section a) hereof, or from the date when the wrong job classification was first applied to the work performed by the employee, in the case of b) hereof. In the case of a grievance filed under paragraph c) hereof, the Company **shall** not be liable to any retroactive payment prior to fifteen (15) working days from the date of filing of such grievance.

- d) For purposes of interpretation, the term "undisputed job classifications" shall be the job classifications in the manual at the time of any such referral together with undisputed job classifications which were in effect as of April 22, 1990.

3. During the second stage meeting referred to in Section 18.04, the Union or the incumbent employee(s) on the job classification concerned may be represented by a representative of the National Union, the Unit Chairperson, the Committeeperson of the Zone, the Steward of the department and the incumbent employee, and an additional incumbent employee when the number of incumbent employees is in excess of fifteen (15) employees in the **job** classification which is the subject of the grievance as filed under Section 2 herein. The Company shall also have the right to have present any officers, officials or agents of the Company.
4. In the case of any grievance filed under Appendix "A-2", Section 2, the authority of the arbitration board or sole arbitrator shall be limited to:
  - a) Confirming the **job** classification or assigning a revised ranking **by** using the criteria as in Section 2 a) above, or;
  - b) confirming the **job** classification or assigning another job classification by using the criteria as in Section 2 b) above, or;
  - c) confirming the job classification or assigning a revised ranking by using the criteria as in Section 2 c) above.
5. On an application to the Ministry of Labour under Section 19.01 for the appointment of an impartial chairman in the case of a grievance filed under Appendix "A-2", Section 2, such chairman shall have qualifications with respect to job evaluation practices.

## APPENDIX "B"

### SAFETY AND HEALTH

1. The safety and health of employees is a major concern of the Company and the Union. The Company and the Union both have a responsibility and a desire to eliminate or reduce exposure of employees to accidental injury or to conditions detrimental to their health. It is the objective of the parties to ensure that no condition be allowed to exist in the workplace that is likely to cause injury or illness to its employees.
2. The Company and the Union agree to exert joint efforts to develop and maintain high standards of safety, health and housekeeping in the workplace in order to prevent industrial injury and illness.
3. The Company will provide, without charge, such special protective clothing, equipment and devices as the Company determines are required for the purpose of preventing industrial injury and illness.
4.
  - a) The Company will provide employees with the information, instruction and supervision that it considers necessary to protect the safety and health of employees.
  - b) The Company will provide the Safety and Health Committee with a copy of any written safety or health instruction given to employees.
  - c) The Company will provide the results of any of its medical tests related to safety and occupational health to the employee should the employee, through his/her supervisor, request such information.
  - d) The Company will ensure that all containers of substances that it considers to be hazardous are properly labelled.
5.
  - a) There will be a Safety and Health Committee consisting of the following members:
    - i) One (1) employee of the Company appointed by the Company for each one hundred and fifty (150) (or part thereof) hourly-rated employees of the Company, and;
    - ii) one (1) hourly-rated employee of the Company appointed by the Union for each one hundred and fifty (150) (or part thereof) hourly-rated employees. It is understood that the Company may request the Union to temporarily substitute another employee (or employees) as its appointee(s) on the Safety and Health Committee in the event that the attendance of the regular Union appointee at the meetings of the Committee interferes with the operating requirements of the Company;
  - b) The number of appointees mentioned in Sections a) i) and a) ii) above, may be varied through consultation between the Company and the Union.



5.
  - c) In the interest of involving the greatest number of employees as possible with safety and health it is agreed that rotation of the Safety and Health Committee is desirable and that the timing of such appointments be staggered to ensure continuity. Such rotation would normally take place after each two (2) year term.
  - d) The Company will designate one of its appointees as Co-chair.
  - e) The Union will designate one of its appointees as Co-chair. Such appointee will be scheduled to work the day shift.
  - f) The Safety and Health Committee will appoint a Secretary (an employee, not a member of the Committee may be appointed as Secretary).
6. The Safety and Health Committee is responsible for promoting safety, good housekeeping and accident and industrial illness prevention measures.
7. It is the function of the Safety and Health Committee and it has the power to:
  - a) Identify situations that may be a source of danger or hazard to employees.
  - b) Make recommendations to the Company and the employees for the improvement of the safety and health of employees.
  - c) Make recommendations to the Company and the employees for the establishment, maintenance and monitoring of programmes, measures and procedures respecting the safety or health of employees.
  - d) Obtain information from the Company respecting:
    - i) The identification of potential or existing hazards of materials, processes or equipment, and;
    - ii) safety and health experience and work practices and standards in similar or other industries of which the Company has knowledge.
  - e) Maintain and keep minutes and records of its proceedings and make them available for examination by an inspector appointed under the Occupational Health and Safety Act, 1990 or similar legislation.
  - f) Send copies of minutes, recommendations, etc., to, among others, the General Manager, and the Union.
8. The Safety and Health Committee will normally meet monthly except during the month of December or when the Company has a shutdown for two (2) or more weeks in a month; in these months a meeting may be held if required.
10. The Safety and Health Committee will conduct a regular monthly inspection of some portion of the workplace and such inspection shall normally not take more than one (1) hour. It is agreed that the inspections referred to herein shall not interfere with the regularly scheduled work of any employees or interfere with

- 10. productivity in any way. In selecting the work location to be inspected, the Committee may have regard to specific suggestions by the Company, the Union, or members of the Committee. The workplace, in its entirety, will be inspected by a Union appointed Committee member (selected by the Union appointed Committee members) and a Company appointed Committee member (selected by the Company) once every two **(2)** months excepting those portions of the workplace that have been inspected by the Committee during the previous *two (2)* month period. The workplace may be inspected more frequently, if agreed to by the parties.
  - a) In the event that an employee is killed or critically injured at the workplace, action will be taken in accordance with the Occupational Health and Safety Act, **1990**.
  - b) In the event of an accident resulting in serious injury to an employee, the Company will make provisions for a Union appointed Safety and Health Committee member and a Company appointed Safety and Health Committee member to participate in the investigation and to make recommendations of preventative measures to the Safety and Health Committee.
  
- 11. Members of the Safety and Health Committee are entitled to such time from work as is necessary to attend the scheduled meetings of the Committee, and to conduct the inspections and investigations outlined in Sections **8, 9, and 10** above without loss of wages for the time so spent.
  
- 12. The Company will provide the Safety and Health Committee with a copy of the following documents for each lost time accident or occupational illness:
  - a) The initial report to the **WSIB** (Workplace Safety Insurance Board) Form 7.
  - b) The Supervisor's Report of Accident.

In respect of a), this information will be provided to the Committee within four **(4)** days of the Company being advised of the lost time accident or occupational illness.
  
- 13. The Company will post and keep posted in a conspicuous **place(s)**, the names and department of the members of the Safety and Health Committee.
  
- 14. If an employee has reason to believe that an unsafe condition exists as a danger to himself/herself or another employee, he/she may refuse such work and:
  - a) He/she shall immediately notify his/her supervisor.
  - b) The supervisor, in the presence of the employee, a Union appointed Committee member and a Company appointed Committee member of the Safety and Health Committee, shall investigate the matter and, if it is agreed that the condition is unsafe, the supervisor will take all necessary steps to correct the condition and attempt to provide alternate work for the affected employee until such condition is corrected. While alternate work is not

14.
  - b) available, the affected employee will be paid at his/her hourly wage rate for the balance of the shift and two (2) additional shifts, following which he/she will be treated in accordance with the provisions of Article 13.
  - c) If the supervisor does not agree that the condition is unsafe, but the employee maintains that it is unsafe, the supervisor will notify the Manager of Manufacturing, or his/her representative, who will, without undue delay, notify the Occupational Health and Safety Branch of the Ministry of Labour and request an immediate investigation and decision by an inspector. In the meantime, the supervisor will attempt to provide alternate work for the employee. If alternate work is not available, the affected employee will be treated in accordance with the provisions of Article 13. However, if the decision of the inspector is:
    - i) the condition is safe, such employee will be returned to the **job** as soon as possible;
    - ii) the condition **is** unsafe, such employee will be returned to the job as soon as possible after the unsafe condition is corrected and will be compensated for any loss of regular wages for up to the balance of the shift and **two (2)** additional shifts.
15.
  - a) The Union appointed Committee member called into the investigation as referred to in Section 14 b) will be the one who normally covers that department, The Company will arrange for him/her to attend the investigation without delay, providing he/she is at work. In the event the Union appointed Committee member **is** not at work, the **Committee** person, or such other employee, as has been designated by the Safety and Health Committee, will be called into the investigation.
  - b) The supervisor, the two (2) Committee members referred to in Section 14 b) above, and the employee concerned are to be present during the investigation conducted by the inspector from the Occupational Health and Safety Branch of the Ministry of Labour as the result of the request outlined in Section 14 c) above. The employee and such members in question are entitled to such time from work as is necessary to be present during the investigation without **loss** of wages for the time so spent.
16. While an inspection is being conducted by an inspector from the Occupational Health and Safety Branch of the Ministry of Labour, he/she is to be accompanied by the supervisor (or his/her alternate) for each area that is inspected, **as well as** by one (1) Company appointed member and one (1) Union appointed member of the Safety and Health Committee. These two (2) members of the Safety and Health Committee are entitled to such time from work as **is** necessary to accompany the inspector without loss of wages for the time so spent.
17. If an employee reports an unsafe condition to his/her supervisor but no refusal to work is involved the supervisor will cause an investigation of the condition to be made and will ensure that the concerned employee receives a response. If the employee is not satisfied with the response he/she may forward his/her concern, in writing, to the Safety and Health Committee.

18. The members of the Safety and Health Committee appointed by the Union are considered to be the members of a Joint Health and Safety Committee selected by the trade union as outlined in Section 8 of the Occupational Health and Safety Act, 1990.

The "Manager of Manufacturing" means the senior supervisor responsible for production.

19. A copy of any decision or order or direction or report issued by an inspector from the Occupational Health and Safety Branch of the Ministry of Labour will be sent to the Safety and Health Committee, to the Union, and posted in a conspicuous location in the workplace.

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

- a) Safe Practices for Crane Operations
- b) Safe Practices for Electrical Testing
- c) Safe Practices for Forklift Truck Operations

A copy of the safety rules and each such manual will be provided to the Union.

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

21. The wearing of Company approved safety toe protection is mandatory for employees whose regular work assignment is in an area designated as a toe protection area. For employees in such designated areas, the Company will pay ninety-five dollars (\$95.00) once per calendar year toward the cost of safety shoes approved by the Company.

Effective in 2003, the above amount shall be increased to one-hundred dollars **(\$100.00)**.

Effective in 2005, the above amount shall be increased to one-hundred and five dollars **(\$105.00)**.

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

- a) Designate the type and style of safety frames and lenses.
- b) Designate the opticians authorized to dispense prescription safety frames and lenses.
- c) Provide at no employee cost (other than prescription costs), through designated opticians, for employees requiring prescription glasses.
  - i) One **(1)** pair of safety frames and lenses.

22. c) ii) Replacement safety frames and lenses, not more often than once every two (2) years, where an employee requires a change in prescription.
- iii) Replacement lenses, not more often than once every year, required as a result of a verified medical condition.
- d) Provide safety glasses for employees not requiring prescription glasses not more frequently than once every two (2) years.
- e) Provide visitors' safety glasses for employees and visitors entering an eye protection area who do not normally work in such an area.
- f) Request the WSIB (Workplace Safety Insurance Board) to replace safety glasses broken or damaged as a result of work-related activity.
- g) Replace at no employee cost, prescription safety frames or lens(es) that have been broken or damaged as a result of work-related activity, excepting breakage or damage, the replacement cost of which, is available to the employee from the WSIB (Workplace Safety Insurance Board).

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

- i) Provide a prescription or evidence of a changed prescription, as applicable, from an ophthalmologist or optometrist.
  - ii) Pay for the lost, damaged, or replaced prescription safety glasses, except as otherwise provided for herein.
  - iii) Pay for safety glasses that have been lost, broken, or damaged within two (2) years of issue, other than those damaged or broken as a result of work-related activity.
23. At the request of either party, a meeting will be held at a mutually convenient time for the purpose of discussing matters related to the safety and health of employees. The party making a request for a meeting will supply to the other, at least three (3) working days in advance of the proposed meeting, a list of the topics to be discussed. Each party will send to the meeting not more than five (5) representatives.
  24. a) This Appendix should be read in conjunction with the Occupational Health and Safety Act and its Regulations and Codes of Practice (1990), and will not be subject to the grievance and arbitration procedure except as is provided for by the Occupational Health & Safety Act 1990.

The parties agree that should the Act be amended, the parties will meet to discuss any amendments that may have adverse effect on employees in relation to this Appendix. However, unless agreed to by the parties, this Appendix and the appropriate related Sections of the Act and its Regulations and Codes of Practice shall govern.

**APPENDIX "C-1"**

**SIEMENS WESTINGHOUSE**  
a division of Siemens Canada Limited

**EMPLOYEE INITIATION FEE AUTHORIZATION**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Department: \_\_\_\_\_

Badge No.: \_\_\_\_\_

## APPENDIX "D"

### SKILLED TRADES

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

(See attached list of classifications)
2. The term "Journeyman/woman" shall mean any person:
  - a) Who presently holds a journeyman/woman classification in a skilled trades occupation as listed above, or;
  - b) Who has served a bona fide apprenticeship of four **(4)** years – 8000 hours or (5) five years – 9000 hours and holds a certification which substantiates his/her claim of such service, or;
  - c) Who has eight **(8)** years of practical experience in the skilled trade or classification in which he/she claims Journeyman/woman's designation and can prove same. A CAW Journeyman/woman Card will be accepted as proof.
  - d) **Any** future new employees entering the trades listed in 1. above, after signing of this Agreement shall be limited to Journeymen/women and apprentices.
3.
  - a) Newly hired employees entering the trades shall have date of entry seniority in the skilled trades as listed in 1. above.
  - b) Non-Trade employees will not carry their Company seniority into the skilled trades, except those employees who had, as of April 23, 1999, a documented work history with the Company in such trade and who meet the qualifications of 2. b) or c) above within one of the skilled trades.
4. For purposes of the application of Article 13 with respect to layoffs or transfers due to lack of work, recall and right of return, the following will apply, it being understood that the skill and ability provisions set out in Article 13 are not amended by this Appendix:
  - a) Employees with a seniority date prior to April 23, 1999, who are employed in a Skilled Trades classification shall first exercise their seniority within the skilled trade in which they are employed (as listed in 1. above), initially within their department. Thereafter, such employees may exercise their seniority within the skilled trade in which they are employed on a plant-wide basis. Employees with

4.
  - a) a documented work history within the bargaining unit in another trade as listed above may exercise their seniority within such trade. Finally, they may exercise their seniority in the Non-Trade classifications pursuant to Section 13.07 g) ii) b).
  - b) Employees with a seniority date of April 23, 1999, or later, who are employed in a Skilled Trades classification shall exercise their seniority only within the skilled trade in which they are employed (as listed in 1. above) starting within the department in which they are employed.
  - c) Employees with a seniority date prior to April 23, 1999, who are employed in a Non-Trade classification, and who meet the criteria in 3. above, shall exercise their seniority first within the Non-Trade classifications up to and including Step 4 of Section 13.07 g) ii). Thereafter, they may exercise their seniority within the relevant trade (as listed in 1. above) starting within the department in which they are employed.
  - d) Employees with a seniority date of April 23, 1999, or later, who are employed in a Non-Trade classification, shall exercise their seniority only within Non-Trade classifications, starting within the department in which they are employed.
5. The seniority applications outlined in this Appendix shall not prevent an employee from applying for any **job** under Appendix "F", **Job** Transfer Request System.
6. Employees employed in Product Designer (Inspector) or Experimental Test Technician classifications shall first exercise their seniority within the skilled trade in which they are employed, initially within the department in which they reside and then on a plant-wide basis within the trade. Thereafter, employees with a documented work history within the bargaining unit in another trade as listed above, may exercise their seniority within such trade.
7. Should the Company implement a new Job Classification as per Appendix "A-2" of the Collective Agreement, it will designate the classification under the appropriate Skilled Trade or Non-Trade.
8. All job classifications not contained on the attached list under number 1. above are considered to be Non-Trade classifications.



**Skilled Trades Job \_\_\_\_\_ i**

<b>Code</b>	<b>Title</b>	<b>Category</b>
UG1503	Tech-Electrical	Electrician
UG1603	Electrical Maint.	Electrician
BG2108	Layout-Fab Turbine	Fabricator
BG3805	Form & Ass Trans Pcs	Fabricator
BG4213	Coord-Fab	Fabricator
AH5005	Fit-Gas/St Turb Assm	Fabricator
BG0705	Fit Large Turbines	Millwright
EG3205	Spindle Builder	Millwright
EG4209	Balancer-Fitter	Millwright
KG2205	Fit-LG Gas & Steam	Millwright
LG1205	Fit LG Gas & Steam	Millwright
UG2003	M/C Tool/Equip Over	Millwright
UG2203	Crane Maintenance	Millwright
UG3803	M/C Tool/Equip Tech	Millwright
DH0105	Pipefit-Turb/Gener	Pipefitter
UG4603	Plant Op/Pipefitter	Pipefitter
HG1401	Tool & Die Maker	Tool & Die Maker
HG2002	Grinder Tools/Comps	Tool Cutter Grinder
GG2302	Broach-Grind/Inspect	Tool Cutter Grinder
AH5308	Weld Gas/Steam Diaps	Welder
BG2813	Stress & Weld Process Op	Welder
BG3408	Weld, Turbine Components	Welder
DH0208	PipeWelder – Turb & Gener	Welder
EH0104	Insp. Medium M/C	Inspection
EH0404	Tech. Turb. Insp.	Inspection
EH1004	Insp – Weld Turb Fab	Inspection
EH1104	Insp Final Rot/Equip	Inspection
EH1204	Inspector-Diaphragms	Inspection
EH1404	Insp Final Rot/Equip	Inspection
EH1704	Gauge Lab Inspector	Inspection
EH1904	Insp. Components	Inspection
EH2004	Insp. Gas Turbine Assembly	Inspection

<b>Job Code</b>	<b>Job Title</b>	<b>Category</b>
AH0602	Bor/Mill-Horz-S/U & Op	Machinist
AH5202	Vrt Boring S/U & Op	Machinist
BG0502	CNC Horz Brg Mill Su & Op	Machinist
BG4902	CNC Lathe S/U & Operate	Machinist
EG1102	Lathe-Engine-Operate	Machinist
GG0602	Bor/Mill-Horz-S/U & Op	Machinist
GG0802	Vrt Boring S/U & Op	Machinist
GG1102	Lathe-Engine-Operate	Machinist
GG3902	Curvic – S/U & Op	Machinist
GG4002	CNC VBM S/U & Op	Machinist
GG4102	CNC Lathe-S/U & Op	Machinist
GG4602	Plane-O-Mill CNC S/U & Op	Machinist
GG4802	CNC Horz Brg Mill S/U & Op	Machinist
GG4902	CNC Facelathe S/U & Op	Machinist
GG5102	Co-ordinator-Rotor Shop	Machinist
GG5302	Final M/C CNC Lrg Lathe	Machinist
GH0702	Lathe-Engine-Operate	Machinist
GH1002	Layout-Machining	Machinist
GH1102	Milling M/C-S/U & Op	Machinist
GH1602	Boring Mill Horz-S/U & Op	Machinist
GH1702	Grinder Precision Operate	Machinist
GH1802	Lathe CNC Program & Op	Machinist
GH2302	CNC Mill Program & Op	Machinist
GH3802	Grinder & Repair	Machinist
GH3902	Bor/Mill Vert-S/U & Op	Machinist
GH4002	CNC VBM S/U & Operate	Machinist
HG1602	S/U Rotor Shop Machining	Machinist
KG0202	Bor/Mill Horz-S/U & Op	Machinist
KG0402	Bor/Mill Vert-S/U & Op	Machinist
KG1802	CNC Horz Brg Mill S/U & Op	Machinist
KG1902	CNC Vert Boring Mill	Machinist
KG2002	CNC Plane-O-Mill	Machinist
BG0404	Test Tech Rotate Equip	Test
BG4704	Test, Fit & Assemble Turb	Test
LG0404	Test Tech-Rotating Equip	Test
LG0504	Borescope Technician	Test
UG0304	Test Tech-Rotating Equip	Test

## **APPENDIX "E"**

### **APPRENTICES**

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

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

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

#### **APPLICATIONS FROM EMPLOYEES WITHIN THE BARGAINING UNIT:**

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

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

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

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

#### **JOINT APPRENTICESHIP**

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

- 1) Accept or reject applicants for apprenticeship upon referral from the Human Resources Department.
- 2) Discipline an apprentice or cancel the Apprenticeship agreement of the apprentice at any time for:
  - a) Inability to learn;

- 2) b) unsatisfactory work;
- c) lack of interest in his/her work or education.

In this circumstance, if the apprentice was a new hire, his/her employment shall terminate. If the apprentice entered the program with seniority with the Company, he/she shall be returned to his/her former position, if available, failing which he/she shall be entitled to exercise his/her seniority in accordance with the seniority provisions of the Collective Agreement.

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

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

#### **AGREEMENTS :**

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

#### **SENIORITY:**

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

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

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

#### **HOURS OF WORK & OVERTIME:**

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

## **LEVELS & WAGES:**

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

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

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

## **CLASSROOM ATTENDANCE:**

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

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

## **COMPLETION OF APPRENTICESHIP:**

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

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

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

## APPENDIX "F"

### **JOB TRANSFER REQUEST SYSTEM**

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

Where the factors in a) and b) are relatively equal, seniority will be the determining factor.
6. In the event there are no applicants on file meeting the criteria in 5. above, the job will be filled by other means.
7. Successful applicants from the Skilled Trades will not be eligible to make a new application under the terms of this Appendix for a period of eighteen (18) months from the date of transfer. Successful applicants who are Non-Trade employees with seniority will not be eligible to make a new application under the terms of this Appendix for a period of twelve (12) months from the date of transfer.

**LETTERS OF UNDERSTANDING**

with

**SIEMENS WESTINGHOUSE**  
a division of Siemens Canada Limited

and

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

**AND ITS LOCAL 504**

**TO: APRIL 22, 2005**

**HAMILTON, ONTARIO**

## **LETTERS**

**Section A** - Letters Forming Part of the Collective Agreement

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

## INDEX

### **SECTION A - Letters Forming Part of the Collective Agreement**

- A-1 Application of Section 13.05
- A-2** Recalls For Less Than 4 Weeks
- A-3 Timing of Information- Section 13.13 a) i)
- A-4 Determination of Zones for Committeepersons
- A-5 Vacation Pay/Vacation Time **Off**
- A-6 Notification of Open **Jobs** (Employees on Recall List)
- A-7 Payroll Report
- A-8 Provisional **Job** Classifications
- A-9 Lost Time Payment
- A-10 Decentralization/**Plant** Closedown
- A-11 Employment Standards Act
- A-12 Critical Orders
- A-13 Definition of Training
- A-14 Students - Benefit and Pension Plans
- A-15 PGC Trainees
- A-16 Maintenance of Pay Equity
- A-17 Management-Labour Committee
- A-18 Paid Education Contribution Fund
- A-19 Violence Against Women
- A-20 Union Representation



**SECTION A - Letters Forming Part of the Collective Agreement**

- A-21 Joint Workplace Harassment Policy
- A-22 Modified Work Procedure
- A-23 Change of Address Cards
- A-24 C.O.L.A./Saturday and Sunday
- A-25 Bargaining Unit Work
- A-26 Notice of Layoff and Recall Forms
- A-27 Union Dues Deduction
- A-28 Temporary Work Assignment
- A-29 Factor Ratings – Appendix A-2, Section 2
- A-30 Resource Sharing
- A-31 Contracting-In

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

Dear Sir:

Re: Application of Section 13.05

This will confirm the understanding between the parties with respect to the Collective Agreement dated \_\_\_\_\_, relating to Section 13.05 of the Agreement.

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Recalls For Less Than 4 Weeks

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

Ms. Carole Linton, Manager  
Employee Relations - Represented Employees  
Siemens Westinghouse  
a division of Siemens Canada Limited  
P.O. Box 2510  
30 Milton Avenue  
Hamilton, Ontario  
L8N 3K2

Dear Madam:

Re: Timing of Information- Section 13.13 a) i)

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

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

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

Yours truly,

---

For Local 504

---

For C.A.W. National Office

The foregoing is hereby confirmed on behalf of Siemens Westinghouse:

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

Dear Sir:

Re: Determination of Zones for Committeepersons

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

- Zone 1** Sanford Avenue Plant departments located west of the railway tracks, which traverse the western end of E, K, L and **M** Buildings.
- Zone 2** Sanford Avenue Plant departments located east of the railway tracks, which traverse the western end of E, K, L and **M** Buildings.

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Vacation Pay/Vacation Time Off

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504



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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504



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

Dear Sir:

Re: Payroll Report

This will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_, the Company agrees to provide, covering the payroll periods immediately following the first pay ending following the signing of the Collective Agreement, and the first pay period ending following April 23, 2003, the first pay period ending following April 23, 2004 and the first pay period ending following January 15, 2005 a listing of all job classifications, the Job Rate, the number of persons at each individual rate within each classification, and set out said information for each Labour Grade in ascending order of grades.

This report will have the following format:

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

Yours truly,

Carole Linton, Manager  
Employee Relations- Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re            nal Job Classifications

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Lost Time Payment

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

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

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

- a) Dental Plan
- b) Supplementary Medical Plan
- c) Group Life Insurance
- d) Accidental Death & Dismemberment
- e) Canada Pension Plan
- f) **WSIB**
- g) Employment Insurance

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

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

\_\_\_\_\_  
For its Local 504

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

Dear Sir:

Re: Decentralization/Plant Closedown

This will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_' that should a "Product Relocation" or a "Plant Closedown" as defined in the Pension Plan between the parties effective April 23, 2002, occur at the Sanford Avenue Plant, terminated employees, subject to the eligibility requirements outlined below and on application within 30 days of the layoff, will be entitled to a lump sum payment in an amount as follows, if the employee severs his/her employment with the Company:

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

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

#### Eligibility Requirements

- a) The employee must have been terminated as a direct result of the "Product Relocation" or "Plant Closedown" and must have accumulated at least two years of pensionable service, and;
- b) is not eligible to retire under the Siemens Westinghouse Pension Plan, including the Special Early Retirement provisions, and;
- c) has not refused a job offer with the Company in the Hamilton-Burlington area, the wage rate for which is 90% or more of the employee's wage rate at the time of layoff, and;

d) has not been able to successfully obtain a job utilizing the seniority provisions of the Collective Agreement.

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Employment Standards Act

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Critical Orders

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations – Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Definition of Training

This will confirm the understanding between the parties with respect to the Collective Agreement dated \_\_\_\_\_, relating to the definition of training as contained in Section 13.07 g) iii).

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

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations- Represented Employees

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

---

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

---

For its Local 504



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

Dear Sir:

Re: Students - Benefit and Pension Plans

This will confirm the understanding between the parties for the duration of the Collective Agreement dated \_\_\_\_\_, concerning students employed during the school vacation period.

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

Yours truly,

Carole Linton, Manager  
Employee Relations- Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: PGCD Trainees

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

This letter applies to:

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

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

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

- 1) Such trainees will not acquire seniority until they have completed 90 worked days of employment.
- 2) The hourly rates of pay for trainees shall be as follows:
  - i) Hired at 75% of Labour Grade 1
  - ii) After 6 worked months - 80% of Labour Grade 1
  - iii) After 12 worked months - 85% of Labour Grade 1

.../2

- iv) After 18 worked months - 90% of Labour Grade 1
  - v) After 24 worked months - 95% of Labour Grade 1
  - vi) After 30 worked months - 100% of Labour Grade 1
  - vii) After 36 worked months - Job Rate Labour Grade 6
  - viii) After 39 worked months - Job Rate Labour Grade 8
  - ix) After 42 worked months - Start Rate of Classification to which the Trainee has been assigned or 3 Month Step Rate if Start Rate is less than the Job Rate of Labour Grade 8.
- 3) Upon satisfactory completion of the trainee program and subject to the availability of a suitable open job for which the trainee meets the requirements, the Company will offer the trainee regular employment. On placement the trainee will be paid at the start rate of the job classification to which he/she is assigned and thereafter will be paid in accordance with Article 9 - Wages. If as a result of a work shortage there is not an open job available at Labour Grade 8 or higher for which the trainee is qualified, the trainee shall be eligible for the job of a junior employee and shall exercise his/her seniority as provided for in Section 13.07 g) of the Collective Agreement. For purposes of placement, as a result of exercising seniority as above, the trainee shall be deemed to be currently employed on a Labour Grade 8 job.
- 4) The Company will select and assign trainees to the appropriate level within the wage scale according to the employee's prior skill level, ability, education and formal training.
- 5) A regular employee may apply for such training program opportunities. If such regular employee is selected for the program, he/she shall be paid on the basis of the same relative position in the rate structure of the job occupied immediately prior to commencing the training program. This shall not apply if the employee has less than 5 years seniority.

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Maintenance of Pay Equity

This letter will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_, the parties agree to the following method of maintaining Pay Equity as required by S.7 of the Pay Equity Act:

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Management-Labour Committee

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

1. The Committee shall be composed of equal representations from both parties.
2. The Management portion of the Committee shall be composed of three (3) representatives.
3. The Labour portion of the committee shall be composed of three (3) representatives, at least two (2) of whom shall be employees of the Company.
4. Meeting shall occur once every six (6) months or more frequently as may be agreed upon.
5. The purpose of the meeting will be to provide either party with the opportunity to consult with the other on matters relating to the workplace which will affect the parties or any employee(s) bound by this Collective Agreement.
6. The meetings referred to in paragraph 5 above shall be held at a mutually agreed upon time and place.
7. Each party shall supply to the other, at least fifteen (15) working days prior to the meeting, a full agenda of items it wishes to discuss at the consultation meeting.

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

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

\_\_\_\_\_  
For its Local 504

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

Dear Sir:

Re: Paid Education Contribution Fund

This will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_, the Company will contribute on behalf of the employees, to a Paid Education Fund.

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Violence Against Women

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations-- Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Union Representation

This will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_, it is recognized by the parties that from time to time changes in the physical layout of departments or changes in the scheduled hours of work may result in some groups of employees lacking adequate Union representation as compared with that enjoyed by other employees.

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504



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

Dear Sir:

Re: Joint Workplace Harassment Policy

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Modified Work Procedure

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

It is recognized by the parties that a return to work from an absence on WSIB or Long Term Disability Benefits, as soon as reasonably possible, is in the best interest of the Company and the disabled employee. To that end, the Company wishes to reaffirm to the Union *its* intention of continuing a Modified Work Procedure consistent with the Hamilton Plant Health and Safety Manual and consistent with provisions contained in the Human Rights Code and, where applicable, the Workers Safety and Insurance Act. In this regard, the Company will work jointly with the Union on the application of the procedures.

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

- 1) Reviewing the employee's current job and any modification thereto that may be made.
- 2) Failing such placement, other available job classification may be reviewed.
- 3) Reviewing the hours of work, capabilities of the disabled employee and possible placement consistent with the Collective Agreement and other relevant legislation.

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

---

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

---

For its Local 504

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

Dear Sir:

Re: Notice of Layoff and Recall Forms

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

attachments

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

Dear Sir:

Re: Change of Address Cards

This will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_,  
the Company will give each employee going on indefinite layoff a change of address  
card which will be completed at the time of layoff.

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

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

This will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_, where an employee's regular work week of forty **(40)** hours includes eight **(8)** hours of work on Saturday and Sunday, he/she shall be paid the same amount of cost of living allowance, applicable to the straight time hours of the other days in his/her regular **work** week, to a maximum of eight **(8)** hours on Saturday and Sunday and forty (40) straight time hours in the week.

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Bargaining Unit Work

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

**NOTICE OF LAYOFF**

**NAME:**

**BADGE NO.:**

**DEPARTMENT:**

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

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

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor

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

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

***Note: Employee retains original***

**NOTICE OF RECALL**

**BY REGISTERED MAIL**

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

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

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

Yours truly,



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

Dear Sir:

Re: Union Dues Deduction

This will confirm that for the duration of the Collective Agreement dated \_\_\_\_\_, the Company will indicate on each employee "Statement of Remuneration Paid" (T-4) the amount deducted from pay equivalent to Union dues.

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Temporary Work Assignment

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

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Madam:

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

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

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

Yours truly,

For Local 504,

For C.A.W. National Office

The foregoing is hereby confirmed on behalf of Siemens Westinghouse:

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

Dear Sir:

Re: Resource Sharing

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

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

In recognition of the above, the use of non-bargaining unit employees for Resource Sharing shall not cause the layoff of bargaining unit employees. Resource Sharing will not be utilized if there are employees on layoff with recall rights who can be utilized pursuant to Article 13.07 d) of the Collective Agreement, including Letter of Understanding A-2.

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Contracting-In

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

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations – Represented Employees

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

---

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

---

For its Local 504

## INDEX

### **SECTION B** - Letters Not Forming Part of the Collective Agreement

- B-1 LTD Resolution Procedure
- B-2 Out-Patient/In-Patient
- B-3 Long Term Disability Benefit Plan
- B-4 Pension Plan 6.05 b) and 6.05 d)
- B-5 Advisement of Practice
- B-6 Seniority -- Section 13.07 f) iii)

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

Dear Sir:

Re: LTD Resolution Procedure

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

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

This medical opinion of the third party physician shall be binding on the Company, the Union and the employee.

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504



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

Dear Sir:

Re: Out-Patient/In-Patient

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

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

Therefore, until April 22, 2005, Long Term Disability Plan benefits will commence upon the date of the performance of a surgical procedure where:

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations- Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Long Term Disability Benefit Plan

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

Yours truly,

Carole Linton, Manager  
Employee Relations- Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

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

This will confirm that for the duration of the Agreement on Pension Coverage effective April 23, 2002, although not forming a part thereof, it is intended, in section 6.05 b) of the above Agreement that "any form of payment" shall mean payment from the Company.

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

Yours truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Advisement of Practice

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

**Yours** truly,

Carole Linton, Manager  
Employee Relations - Represented Employees

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

---

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

---

For its Local 504

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

Dear Sir:

Re: Seniority – Section 13.07 f) iii)

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

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

Yours truly,

Carole Linton, Manager  
Employee Relations- Represented Employees

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

---

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

---

For its Local 504

