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EXP. DATE	94	03	22
ISSUE	96	09	27
NO. OF EMPLOYEES	[Signature]		
ACRES	5		

**AGREEMENT**

Between

**WESTINGHOUSE MOTOR COMPANY CANADA LTD.**

and

**NATIONAL AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT WORKERS  
UNION OF CANADA (CAW - CANADA)**

**AND ITS LOCAL 504 - SALARY**

**TO: SEPTEMBER 21, 1996**

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AGREEMENT effective as of the 31st day of October 1993.

BETWEEN:

WESTINGHOUSE MOTOR COMPANY CANADA LTD., a Company  
incorporated pursuant to the laws of Canada, and  
having its Head Office in the City of Hamilton,  
Province of Ontario, and herein acting with respect  
to its Beach Road Plant

(hereinafter called "The Company")

AND

NATIONAL AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT WORKERS  
UNION OF CANADA (CAW - CANADA)  
and its Local 504 - Salary

(hereinafter called "The Union")

# Article 1

## RECOGNITION AND SCOPE

1.01 Westinghouse Motor Company Canada Ltd. recognizes the Union as the exclusive collective bargaining agent for all matters arising under this Agreement for all office and clerical employees of Westinghouse Motor Company Canada Ltd. at 1632 Burlington Street (hereinafter known as "Beach Road Plant"), in the City of Hamilton, save and except Shift Foremen, Sub-Foremen and Assistant Foremen, persons above the rank of Shift Foremen, Sub-Foremen and Assistant Foremen: Supervisors and those above the rank of Supervisor; Section Heads and those above the rank of Section Head: Engineers, Engineering Assistants and Trainees; Technologists, Technicians and Trainees; Technical Assistants, Chemists, Metallurgists, Physicists, Salesmen, Sales Representatives, Service Representatives, Analysts, Associate Analysts and Analyst Trainees, Specialists, Administrators, Assistant Administrators, Associate Administrators and Administrative Assistants; Performance Observers, Designers, Purchasing Agents, Buyers, Accountants; Secretaries to the General Foremen and Supervisors, Secretaries to those above the rank of General Foreman and Supervisor; persons in the Assistant-to-the-President's office, Human Resources and Personnel Departments, Law Department, Patent Department, Treasury Department, Systems Development and Application Department; Insurance and Taxes Department, Statements and Ledger Section, Appropriations Section, Budget Administration Section, Salaried Payroll Section and Profit and Loss Sections of the Finance and Administration Department: Teletype Operators, Security Guards, Nurses, persons employed for not more than twenty-four hours per week, students hired during the school vacation period or on a co-operative training basis with a school or university, trainees on a graduate training program, and persons at present represented for collective bargaining purposes under the Collective Agreement between Westinghouse Motor Company Canada Ltd. and the Draftsmen's Association of Ontario, Local 164, and, in addition, persons in the following classifications:

Technical Sales Assistant  
Operation and Process Planner  
Production Control Co-ordinator  
Stenographer to Supervisor, Manufacturing

Engineering

Clerk Stenographer to General Superintendent,  
Manufacturing

1.02 In the event that Westinghouse Motor Company Canada Ltd. relocates any or all of its Divisions or Departments, or any part thereof, presently covered under Section 1, Article 1, Recognition, 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 1.01 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 and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union.
- b) The Company and the Union agree that there will be no discrimination on the grounds of race, colour, creed or sex.
- 2.02 The Union agrees that Union meetings will not be held on Company's premises, and that 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.
- 2.03 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 provisions of the Grievance Procedure of Article 5.
- 2.04 In the interest of encouraging understanding of the Agreement, the Company will arrange to supply present and future employees with a copy of this Agreement.

## Article 3

### MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
  - (c) make, enforce and revise from time to time rules and regulations relating to discipline and the general conduct of employees; generally to manage the enterprises in which the Company is engaged and, without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the number and location of offices, plants and facilities, services to be performed and the methods, procedures and equipment in connection therewith, determine the products to be manufactured and the methods, processes and means of manufacturing, the engineering and designing of products and the control of material and parts to be incorporated in the products produced, the products to be handled, the schedules of work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

## Article 4

### STRIKES AND LOCK-OUTS

- 4.01 The Company agrees that there will be no lock-out of employees and the Union agrees that there will be no strike, slowdown, sit-down or other interference with work or the Company's operations while the Agreement is in force.

## Article 5

### REPRESENTATION AND GRIEVANCE PROCEDURE

- 5.01 The Union may elect or appoint from amongst employees who have completed their probationary period, one (1) Steward, whose duty shall be to assist employees in preparing and presenting their grievances to the designated representatives of the Company in accordance with the Grievance Procedure. The withdrawal of any such grievance by an employee shall not prevent the Union from processing the grievance under the grievance provisions of this Article.
- 5.02 The Union may elect or appoint from amongst employees who have completed their probationary period, one (1) Committeeperson, whose duty shall be to assist employees in presenting their grievances to the designated representatives of the Company in accordance with the Grievance Procedure.
- 5.03 The Union shall keep the Company notified in writing of the names of its authorized representatives, including Steward and Committeeperson and the respective effective dates of their appointments.
- 5.04 It being understood that the Steward and the Committeeperson have their regular work to perform on behalf of the Company, the Company agrees to permit the Steward or the Committeeperson reasonable time off from their regular duties without compensation to assist employees whom the Steward or Committeeperson respectively represent in presenting a grievance under the Grievance Procedure. If it is necessary to present a grievance during working hours, the Steward or the Committeeperson will not leave their regular duties without first receiving permission of their Supervisor. When resuming their regular work, they will report to their Supervisor with a satisfactory explanation as to their absence.

5.05

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust the complaint, If an employee has a complaint, he/she shall discuss it with his/her Supervisor within thirty (30) working days after the circumstances giving rise to the complaint originate or occur, and failing settlement the Supervisor shall give his/her decision within three (3) working days following the discussion. Failing satisfactory settlement such complaint will be reduced to writing and taken up as a grievance within two (2) working days following receipt of the Supervisor's decision. Such a grievance shall be processed in the following manner and sequence:

FIRST STAGE:

The employee may request permission of his/her supervisor to discuss and/or prepare a grievance the Steward at a time and place to be designated by the supervisor. The employee, who may be accompanied by the Steward, shall present the written grievance, which shall be signed by the employee, to the employee's immediate supervisor, who shall sign and date the grievance, for transmission to the Human Resources Manager (or equivalent) or his/her delegate. The written grievance shall set forth the particulars of the grievance, and the remedy sought. The Human Resources Manager (or equivalent) or his/her delegate shall hold a meeting of Company representatives and the employee who may be accompanied by the Committeeperson, within five (5) working days after receipt by him/her of the written grievance at the First Stage, and a decision in writing shall be given by the Human Resources Manager (or equivalent) or his/her delegate to the employee (copy to the Committeeperson) within five (5) working days of such meeting.

SECOND STAGE:

Failing satisfactory settlement in the First Stage, the employee or the Union may submit the grievance to the Manager, Human Resources, or his/her appointee, within ten (10) working days of the date of the First Stage answer.

The written grievance shall state the article and section(s) of the Agreement which the employee alleges have been violated and the written reason(s) for rejection of the First Stage answer.



The Manager, Human Resources, or his/her appointee, will schedule a meeting within thirty (30) calendar days following receipt from the employee or the Union of its submission and statement and a decision in writing shall be given to the employee and the Union within ten (10) working days of such meeting. The employee may be accompanied at such meeting(s) by a committee of up to one (1) employee, elected or appointed from amongst employees of the Company who have completed their probationary period, along with one (1) representative of the National Union. The Company shall have the right to have present any officers, officials or agents of the Company.

- 5.06 A claim by an employee that he/she has been suspended without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager, Human Resources, or his/her appointee, within three (3) working days after the employee is suspended and the First Stage of the Grievance Procedure will be omitted in any such case.
- 5.07 Failing settlement of any grievance submitted under this Article in accordance with the foregoing procedures, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration if a written request for arbitration is received within thirty (30) calendar days after the written decision is given by the Company.
- 5.08 Should any employee grievance not be submitted within the time limits specified above, it shall be considered to have been settled on the basis of the Company's reply to the grievance. If no written decision has been given to the employee within the time limits specified above, the employee shall be entitled to submit the grievance to the next stage including arbitration.
- 5.09 No monetary adjustment effected under the grievance procedure or the arbitration procedure shall be made retroactive to a date more than thirty (30) working days prior to the date when the written grievance was presented to the Company at the First Stage under the Grievance Procedure.

5.10 The Company shall have the right to lodge a grievance with the Union relating to the conduct of the Union, or any Union officer, agent or other representative, or the conduct of the employees, or concerning the interpretation, application or any alleged violation of any provisions of this Agreement. Such grievance shall first be presented in writing to the Union and a meeting will be held within five (5) working days between representatives of the Company and the Union and the grievance shall be answered in writing by the Union within five (5) working days of such meeting. Failing receipt of an answer satisfactory to the Company, the grievance may be submitted to arbitration within a further period of thirty (30) calendar days thereafter. If no written request for arbitration is received within thirty (30) calendar days after the Union's answer, the grievance shall be deemed to have been settled.

5.11 The Union shall have the right to lodge a grievance with the Company based on a difference arising directly with the Company concerning the interpretation, application or alleged violation of this Agreement. However, such a grievance shall not include any matter upon which an employee is personally entitled to grieve. Such grievance shall first be presented in writing to the Company within ten (10) working days after the circumstances giving rise to the grievance originate or occur, and a meeting will be held within five (5) working days between representatives of the Union and the Company and the grievance shall be answered in writing by the Company within five (5) working days of such meeting, failing which or failing settlement of the grievance, the Union may submit the grievance to arbitration. If no written request for arbitration is received within thirty (30) calendar days after the Company's answer, the grievance will be deemed to have been settled.

## Article 6

### ARBITRATION

6.01 Failing settlement of any grievance under the procedure set forth in Articles 5, 7, 9 arising from the interpretation, application, or alleged violation of any of the provisions of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration providing it has been properly processed under Articles 5, 7, 9.

- 6.02 A request for arbitration shall be made in writing addressed to the other party to this Agreement and shall include the nomination of an arbitrator. Within five (5) working days thereafter the other party shall nominate an arbitrator. The two arbitrators so nominated shall confer within five (5) working days and shall attempt to select by agreement the Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson within such period, they shall then request the Minister of Labour for the Province of Ontario to appoint the Chairperson.
- 6.03 The Board of Arbitration shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this Agreement, nor to make any decision inconsistent therewith.
- 6.04 The unanimous or majority decision in writing of the Arbitration Board with respect to the matters coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employees.
- 6.05 No person may be appointed as an arbitrator who has been involved in processing the grievance.
- 6.06 Each of the parties hereto will bear the expenses of the Arbitrator appointed by it and the parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.

## Article 7

### DISCHARGE

- 7.01 a) The Company has full right to discharge probationary employees for any reason provided it does not act in bad faith and this shall constitute a lesser standard for the purpose of Section 43.1 of the Labour Relations Act. A claim by a probationary employee who has been discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Manager, Human Resources, or his/her appointee, within three (3) working days after the employee is discharged and the first stage of the Grievance Procedure will be omitted in any such case.

7.01 b) A claim by an employee, who has completed his/her probationary period, that he/she has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager, Human Resources, or his/her appointee, within three (3) working days after the employee is discharged and the First Stage of the Grievance Procedure will be omitted in any such case.

7.02 Such grievance may be settled under the Grievance and Arbitration Procedures by:

- (a) confirming the employee's dismissal;
- (b) reinstating the employee with or without compensation for the time lost: or
- (c) any other arrangement mutually agreed to by the parties hereto, or which is just as determined by a Board of Arbitration, appointed pursuant to this Agreement.

7.03 It is understood that any compensation will not exceed the employee's regular salary rate based on the number of normal hours the employee otherwise would have worked, and will be less any monies earned, or any unemployment insurance, Workers' or other compensation received by the employee.

7.04 An employee who has been discharged, if he/she so requests, shall have the opportunity to see his/her Steward prior to leaving the premises, at a time and place designated by the Company.

## Article 8

### HOURS OF WORK AND OVERTIME

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

8.02 Authorized work performed over seven and one-half (7½) hours and up to eight (8) hours per day by an employee scheduled on a standard work week of thirty-seven and one-half (37½) hours, shall be paid at the employee's equivalent hourly rate. Authorized work performed over eight (8) hours per day or on an employee's sixth or seventh day of work in the week shall be paid at the overtime rate of time and one-half the employee's equivalent hourly rate except in the case of Sunday, when that day is the second day following an employee's normal work week, in which case the overtime worked shall be paid at the overtime rate of two times the employee's equivalent hourly rate. There shall be no duplication or pyramiding of overtime payment nor shall the same hours worked be counted as part of the normal work week and also as hours for which an overtime premium is payable, The term "equivalent hourly rate" shall be the quotient of the employee's weekly salary rate divided by the number of hours constituting his/her regularly scheduled work week (for example, thirty-seven and one-half (37½) or forty (40) as the case may be).

8.03 The Company reserves the right to schedule overtime work and will give reasonable consideration to personal reasons from individual employees for inability to work overtime.

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

(a) \$4.50 (effective April 23, 1995, \$4.88) in the case of employees scheduled on a thirty-seven and one-half (37-1/2) hour work week, and

(b) \$4.80 (effective April 23, 1995, \$5.20) in the case of employees scheduled on a forty (40) hour work week for each shift on which the employee has completed his/her assigned hours.

Shift premiums will not be paid for a period for which an employee receives overtime rate or premium.

8.05 Employees who are called in outside of the regularly assigned hours will receive not less than three (3) hours' work or pay at the appropriate equivalent hourly rate provided under Section 8.02. 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, Section 8.02 will apply.

Article 9

SENIORITY

9.01 An employee will be on probation and shall not acquire seniority until he/she has worked:

- (1) ninety (90) continuous working days in the case of employees hired on a level zero (0) job through a level three (3) job, inclusive
- (2) one hundred and twenty (120) continuous working days in *the* case of employees hired on a level four (4) job through a level twelve (12) job, inclusive with the Company.

An employee, hired on a level zero (0) job through a level three (3) job, inclusive, who has not acquired seniority, will be required, if transferred to a level four (4) job through a level twelve (12) job to have worked one hundred and twenty (120) continuous working days with the Company before acquiring seniority.

Upon completion of such probationary period he/she shall acquire seniority within his/her seniority unit. Seniority thus acquired shall be exercisable in the manner set out in this Article.

9.02 An employee's seniority shall be the month and year of his/her last hiring by the Company except that an employee's seniority will be adjusted by deducting therefrom the total number of months of absence from work in excess of twelve (12) months but not including absence owing to a disability for which compensation is paid by the Workers' Compensation Board of Ontario or the Company's disability benefit plan. The seniority of employees shall be recorded by the Company showing the employee's seniority (year and month) in the unit concerned. A copy of the lists showing the seniority of employees shall be supplied to the Union every six (6) months.

9.03 (a) When the Company decides that circumstances require a reduction in personnel, an employee who is affected will be transferred to a job classification with an opening required to be filled or the job of another employee, subject to the following conditions:

- (i) that such other job is classified firstly, within the same or one (1) Salary Keysheet Level higher, or failing placement, within a lower graded Salary Keysheet Level; and

- 9.03 (a) (ii) that such other job, if occupied, is held by an employee with less seniority; and
- (iii) where the qualifications, skill and ability of employees, as assessed by the Company, which shall not be exercised arbitrarily or unreasonably, are relatively equal, seniority shall be the deciding factor; and
- (iv) that the employee being so transferred is qualified and able to perform the full requirements of the job concerned within a maximum of five (5) working days' familiarization provided the Company has reasonable evidence in its records or as provided by the Union or the employee that such familiarization period would enable the employee to perform the full requirements of such job within such five (5) day period.

- 9.03 (b) In the event of failure to locate a job following the procedure set out in sub-section (a) above, the employee who is affected shall be given notice of layoff pursuant to Section 5 hereof. An employee having one or more years' seniority shall then be eligible for an open job or the job held by a less senior employee in firstly the same or one (1) Salary Keysheet Level higher, or failing placement, within lower graded Salary Keysheet Levels, provided that he/she has the skill and ability to perform the full requirements of such job within a maximum of ten (10) working days of training. Should the employee be unable to meet such requirements within the maximum period of ten (10) working days, or should it become so apparent in a lesser time, the employee shall be eligible for one further transfer 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 is not applicable.

- 9.04 When the Company decides to recall employees, employees will be eligible for recall in order of seniority provided that those eligible for recall shall be subject to the same conditions as outlined in Section 9.03 (a) (iii) and (iv) above.

- 9.05 An employee who has acquired seniority and is about to be laid off will be given a minimum of seven (7) calendar days' written notice, except that this provision will not apply in the case of layoffs under Section 9.06, nor in the event of circumstances beyond the Company's control.
- 9.06 The Company may layoff an employee without regard to the seniority provisions of this Article for an aggregate of fifteen (15) working days in each calendar year. Similarly, the Company may layoff an employee without regard to the seniority provisions of this Article in the event of strike action by persons in the company's employ in Hamilton or in conjunction with a vacation shut-down of any of the Company's operations and any such layoff will not be considered part of the fifteen (15) working days referred to above.
- 9.07 Seniority shall be lost and employment deemed to be terminated if:
- (a) a person with seniority at the date of lay-off is laid off for a period in excess of thirty-six (36) months;
  - (b) an employee leaves the employ of the Company;
  - (c) an employee is absent from work without permission for a period of three (3) consecutive working days;
  - (d) an employee is discharged, unless such discharge is reversed through the Grievance Procedure;
  - (e) an employee overstays a leave of absence without the written permission of the Company;
  - (f) a person on lay-off fails to notify the Company of his/her intention to return to work within three (3) days of the mailing of a registered letter to his/her last recorded address with the Company or having done so, if he/she fails to return to work within ten (10) working days from the date of mailing of such letter;
  - (g) a person utilizes a leave of absence for other than the reason for which the leave of absence was granted.
- 9.08 Persons employed anywhere by the Company who are transferred into the bargaining unit will be accorded full seniority based on length of service.



- 9.09 The Company will supply the Union with information at intervals of seven (7) days as to starts, recalls, transfers into the bargaining unit, transfers, quits, terminations, lay-offs, retirements, deaths, discharges and transfers out of the bargaining unit.
- 9.10 An employee who has been transferred under Section 9.03 shall be given an opportunity, if conditions warrant it, and before additional employees are hired, of returning to the original job from which he/she was transferred, provided he/she can meet the full requirements of the job. The provisions of this section will be limited to a period of two (2) years from the date of original transfer. An employee who declines the opportunity of return shall forfeit the right to return thereafter.
- 9.11 An employee claiming that he/she has been laid off or transferred contrary to the provisions of this Article or that he/she has not been recalled in conformity therewith may file a grievance in writing with the Company commencing at the First Stage of the Grievance Procedure. In the case of a lay-off or transfer, such grievance shall be filed not later than the fourth working day after the date of such lay-off or transfer. In the case of recall, such grievance shall be sent by registered mail to the Manager, Human Resources (or equivalent) concerned within ten (10) working days after the Union has been informed, in accordance with Section 9.09 above, that the employee commenced work who the grievor alleges was improperly recalled in his/her place. The grievor shall supply to the Company reasons and particulars of the basis of his/her claim in the grievance presented at the First Stage including the name(s) of up to six (6) job incumbent(s) whose job classification(s) he/she claims he/she should occupy, and it shall be his/her responsibility to establish his/her right to the job classification(s).
- 9.11 If such grievance is submitted to the Company pursuant to Section 5.05, the Union shall specify in writing at such time the name of one of such job incumbents whose job classification shall thereafter be the subject matter of the grievance. The Company will investigate any such grievance and if it is granted during the course of the Grievance or Arbitration Procedures, the employee will be compensated at the appropriate rate of pay for the job classification he/she would otherwise have occupied, subject to the fulfillment of the following conditions:

- 9.11 (a) Pending completion of the Grievance and/or Arbitration Procedure 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.
- (b) Any compensation will not exceed the appropriate regular salary rate based on the number of normal hours the employee otherwise would have worked for the job which he/she would have otherwise occupied and will be less any monies earned, or any unemployment insurance, Workers' or any other compensation received by the employee,
- (c) The employee shall make every reasonable effort to minimize any loss of earnings.

## Article 10

### VACATIONS

- 10.01 An employee will be entitled to vacations with pay (calculated at the employee's regular salary) upon the following basis:
- (a) Six (6) weeks after twenty-nine (29) years' continuous service if completed by December 31st.
- (b) Five (5) weeks after twenty (20) years' continuous services if completed by December 31st.
- (c) Four (4) weeks after eleven (11) years' continuous service if completed by December 31st.
- (d) Three (3) weeks after four (4) years' continuous service if completed by December 31st.
- (e) Two (2) weeks after one (1) year's continuous service if completed by July 31st.

The Company may, in respect of a fifth or sixth week of vacation as set out in section 1(a), (b) or (c) above, exercise an option to make payment for such week in lieu of scheduling vacation time with concurrence of the employee.

10.02 (a) A person who has been laid off, or a person who has had leave of absence pursuant to Section 15.03 (b), for more than sixty (60) accumulated working days during the vacation year (August 1 to July 31st) or an employee who voluntarily leaves the employ of the Company, or whose service is terminated during the vacation year shall only be entitled to vacation pay as follows:

12%, 10%, 8%, 6% or 4% in the case of (a), (b), (c), (d) or (e) above, respectively, of his/her earnings for work performed during the year prior to July 31st.

(b) An employee with less than twelve (12) months' continuous service by July 31st will be paid a vacation allowance calculated on the basis of 4% of the employee's earnings during the period from the employee's date of hiring to July 31st.

10.03 Vacations will be granted at times scheduled by the Company and shall not be postponed from one calendar year to another.

## Article 11

### HOLIDAYS

11.01 An employee's regular salary will not be reduced for the following holidays:

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

11.01 In each calendar year three (3) additional specified holidays on dates to be established by the Company. In order to qualify for regular salary payable in respect of New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, December 26th and the additional specified holiday(s), the employee must work the full scheduled shift on the work day immediately before the holiday and the full scheduled shift on the work day immediately following the holiday.

- 11.01 However, if the employee has worked at least one (1) day in the fifteen (15) calendar day period immediately prior to the specified holiday concerned, he/she shall not be disqualified from payment of regular salary for the specified holiday if he/she is prevented from working the shifts required herein because of:
- (a) authorized leave of absence granted by the Company in writing,
  - (b) lay-off, or
  - (c) illness verified by a doctor's certificate when requested by the Company.
- 11.02 If one of the above specified holidays is observed during an employee's annual vacation, an extra day of vacation will be granted in lieu thereof.
- 11.03 For the application of the Sections of this Article a specified holiday, as defined in Section 11.01, 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. If such a holiday occurs on a Sunday, it shall be observed on the following Monday.
- 11.04 An employee who qualifies for his/her regular salary payable in respect of one of the above specified holidays, shall be paid at the rate of time and one-half of his/her equivalent hourly rate for authorized work performed on the day on which the specified holiday is observed in addition to his/her regular salary.

## Article 12

### BEREAVEMENT PAY

- 12.01 Subject to the following conditions, the Company will make payment of salary to an employee who is absent solely due to a death in his/her immediate family.
- (a) Such employee must have completed sixty (60) worked days.
  - (b) Such employee except for the death and funeral would otherwise be at work.

12.02 Members of the employee's immediate family are defined for the purposes of this Agreement as:

- (a) spouse, son, daughter, father, mother, and
- (b) brother, sister, father-in-law and mother-in-law, and
- (c) grandfather, grandmother, grandson, granddaughter, brother-in-law and sister-in-law.

12.03 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 regular salary rate, based on the number of normal hours the employee otherwise would have worked, exclusive of overtime and other forms of premium pay.
- (b) Payment will be made for up to five (5) days' absence in the case of the death of a member of the employee's immediate family as defined in Section 12.02 (a) above 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 12.02(b) above 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 12.02(c) above.
- (e) When requested by the Company, the employee will furnish satisfactory proof of death of the member of his/her immediate family.

12.04 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, sick benefit, or Workers' Compensation.

## Article 13

### JURY DUTY

- 13.01 An employee who is called for jury duty will receive for each day of absence from work therefore the difference between pay lost, computed at the employee's regular salary rate for the number of normal hours the employee otherwise would have worked exclusive of overtime and other forms of premium pay and the amount of jury fee received, provided that the employee furnishes the Company with a certificate of service, signed by the Clerk of the Court, showing the amount of jury fee received.

## Article 14

### GENERAL

- 14.01 The Union shall supply the Company with the names of employees authorized to represent the Union.
- 14.02 The Company agrees to supply the Union with the names and titles of supervisors who may be called upon to act with respect to the administration of this Agreement.

## Article 15

### LEAVE OF ABSENCE

- 15.01 The Company will grant leave of absence without pay to one employee, who has completed his/her probationary period, for full time Local 504 - Salary business, or for National Union business, subject to the fulfillment of the following conditions:
- (a) At least thirty (30) days prior written notice shall be given to the Company.
  - (b) Such leaves of absence shall be subject to the provisions of Article 9, Seniority.
  - (c) The employees shall not accept employment or perform work other than Local 504 - Salary business or National Union business.

- 15.01 (d) Such leave shall be granted for the period requested, or for a period of one (1) year or for the duration of this Agreement, whichever is the lesser period.
- (e) Upon completion of such leave of absence, the employee will be entitled to return to his/her former job classification providing his/her seniority entitles him/her to such job and the work is available and he/she will be paid at the same relative position within the rate range of such classification.

15.02 The Company will grant leave of absence without pay to employees who have completed the probationary period for the purpose of attending conventions or seminars or in connection with the administration of this Agreement. All such leaves shall be subject to the operating requirements of the Company as well as fifteen (15) days' prior written notice where the purpose is one of attendance at conventions or seminars, and two (2) days' prior written notice where the subject of such leave(s) is the administration of the Collective Agreement. Such Leaves of absence shall not exceed a total of fifty (50) work days in the aggregate in any one (1) calendar year, except that such limitation shall not apply to leaves of absence granted by the Company for the purpose of negotiations preparations and attendance at such negotiations.

15.03 Pregnancy Leave

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

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

b) Parental Leave

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

- i) Such employee must have thirteen (13) weeks of employment prior to the birth or prior to the initial time the child comes into the custody, care and control of the employee.
- ii) The parental leave of an employee who has taken pregnancy leave, must begin when the pregnancy leave ends and in any event shall not exceed eighteen (18) weeks duration.
- iii) The parental leave of an employee who is not entitled to take pregnancy leave must commence not later than thirty-five (35) weeks after the birth or following the initial time the child comes into the custody, care and control of the employee.
- iv) Parental leave referred to in Article 15.03 b(iii) above shall not exceed eighteen (18) weeks duration.
- v) An employee who wishes to take parental leave shall advise the Company in writing at least two (2) weeks prior to the commencement of such parental leave.
- vi) In the event an employee decides to change the period of the requested parental leave in order to return to work earlier than originally requested, the employee shall provide the Company, in writing, such notification at least four (4) weeks prior to the date the employee returns to work.



15.03 c) Other Provisions

- i) An employee shall maintain and accumulate seniority while absent from work on pregnancy and/or parental leave.
- ii) Upon the conclusion of the pregnancy leave and/or parental leave, the employee shall be reinstated to the job classification occupied by the employee immediately prior to the commencement of such leave(s).
- iii) In the event work is no longer available within the job classification occupied by the employee immediately prior to the commencement of the leave of absence provided for herein, the employee will be entitled to exercise seniority rights in accordance with the provisions of Article 9, Seniority.

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

## Article 16

### NOTICES

16.01 The Company agrees to post in its office areas, Union notices announcing Union meetings or social events, subject to the following conditions:

- (a) All such notices shall first be approved and stamped by Company personnel authorized to make such approval.
- (b) No change shall be made in any such notice after it has been approved and stamped by the Company.

16.02 The Union will not distribute, post, cause or permit to be distributed or posted on the Company's property, for or on its behalf, any pamphlets, advertising or political matter, cards, notices or other kinds of written material except with the written permission of the Company.

16.03 A copy of any notice addressed to employees pertaining to salaries, hours of work, or working conditions, which is posted by the Company on its bulletin boards, will be mailed to the Union.

## Article 17

### NATIONAL SECURITY

- 17.01 The Union recognizes that the Company from time to time may have certain obligations with respect to security of information and materials under contract with the Government of Canada and its allies.
- 17.02 The Union agrees that nothing contained in this Agreement shall place the Company in violation of security agreements with the Government and its allies. In the event, therefore, that any Government agency concerned with security regulations should direct the Company that any employee is restricted from work on, or access to, classified information or material, the Union will not contest any action the Company may take to comply with such contractual obligations.
- 17.03 Where an employee is transferred out of such work, or denied access to it for the reasons above stated, the employee shall retain all other rights accruing to him/her under the Agreement, including seniority rights set out in Article 9, but excluding the right to utilize the Grievance Procedure for the purpose of nullifying the Government's instructions.
- 17.04 Such an employee shall have the right to be reassigned to his/her former job if the conditions necessitating this transfer cease to exist within a period of two (2) years.

## Article 18

### SALARIES

- 18.01 Salary keysheets applicable under this Agreement are attached hereto as Appendix "A", it being understood that the Company may pay salaries in excess of those set forth in such Schedules, whether or not the classification is within the Levels specified.

## Article 19

### DEDUCTION OF UNION DUES

- 19.01 During the term of this Agreement, the Company will deduct a specified amount equal to regular Union dues from each salary payment from employees who have completed thirty (30) days of employment.
- 19.02 There will be no coercion or intimidation of any employee by either the Company or the Union in regard to the deduction arrangement herein set out.
- 19.03 The Union agrees to keep the Company harmless from any claim by an employee arising out of the deduction arrangement herein set out.

## Article 20

### TECHNOLOGICAL CHANGE

- 20.01 This Article shall have application when the Company introduces new technology in the form of new capital equipment and such introduction has the initial effect of displacing one (1) or more employees, or changing the immediate job of an employee by establishing a different level.
- 20.02 Where an employee(s) is affected as set out in Section 20.01, above, the Company will provide a training period of up to fifteen (15) days (which may be extended by agreement) to an employee with seniority thereby displaced.

## Article 21

### DURATION

- 21.01 Unless changed by mutual consent in writing, the terms of this Agreement shall continue in effect until the twenty-first day of September 1996 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other, in writing, within the period of not less than eighty (80) days or more than ninety (90) days prior to the expiration date that it desires to amend the Agreement.

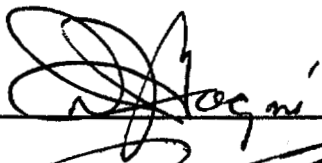
21.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

21.03 If, pursuant to such negotiations, an agreement is not reached prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed at law have been completed, whichever date should first occur.

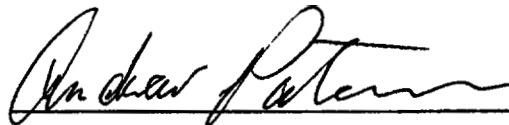
SIGNED BY THE PARTIES HERETO on the 14<sup>th</sup> day of February 1954

FOR:  
WESTINGHOUSE MOTOR  
COMPANY CANADA LTD.

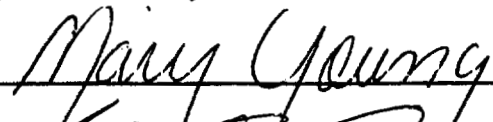
FOR:  
National Automobile, Aerospace  
and Agricultural Implement Workers  
Union of Canada (CAW - Canada)  
Local 504 - Salary



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APPENDIX "A-1"  
 SALARY KEY SHEET  
 LOCAL 504 - SALARY (WMCCL)

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 EFFECTIVE MARCH 22, 1994  
 40.0 HOUR WORK WEEK

LEVEL	MINIMUM RATE	RATE AFTER 6 MONTHS WORKED TIME IN CLASS	RATE AFTER 12 MONTHS WORKED TIME IN CLASS *	RATE AFTER 18 MONTHS WORKED TIME IN CLASS	RATE AFTER 24 MONTHS WORKED TIME IN CLASS *
400 **	\$428.21	\$442.32	\$456.44	\$470.56	\$
401	455.89	470.92	485.95		500.98
402	477.73	493.48	509.22		524.97
403	485.70	501.71	517.72		533.74
404	497.48	513.88	530.28		546.68
405	517.91	534.98	552.06		569.13
406	546.02	564.02	582.02		600.03
407	560.15	578.62	597.08		615.55
408	565.16	584.42	603.69		622.96
409	583.11	602.99	622.87		642.74
410	604.83	625.45	646.07		666.69
411	629.99	651.47	672.94		694.42
412	645.13	667.13	689.12		711.11

\* Applicable following completion of 6, worked time in the classification. Absen days per progression period, for reasons shall not postpone the application of th

\*\* Unclassified Level

APPENDIX "A-1a"  
 SALARY KEY SHEET  
 LOCAL 504 - SALARY (WMCCL)

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EFFECTIVE MARCH 22, 1994  
 37.5 HOUR WORK WEEK

LEVEL	MINIMUM RATE	RATE AFTER 6 MONTHS WORKED TIME IN CLASS *	RATE AFTER 12 MONTHS WORKED TIME IN CLASS *	RATE AFTER 18 MONTHS WORKED TIME IN CLASS	RATE AFTER 24 MONTHS WORKED TIME IN CLASS *
300 **	401.44	414.68	427.91	441.15	
301	427.40	441.49	455.58		469.67
302	447.87	462.63	477.40		492.16
303	454.34	470.35	485.37		500.38
304	466.39	481.76	497.14		512.51
305	485.54	501.55	517.55		533.56
306	511.90	528.77	545.65		562.52
307	525.14	542.45	559.77		577.08
308	529.83	547.90	565.96		584.02
309	546.66	565.30	583.94		602.57
310	567.03	586.36	605.69		625.02
311	590.62	610.75	630.88		651.02
312	604.81	625.43	646.05		666.67

\*  
 Applicable following completion of 6, worked time in the classification. Absen days per progression period, for reasons shall not postpone the application of th

\*\*  
 Unclassified Level

APPENDIX "A-2"  
 SALARY KEY SHEET  
 LOCAL 504 - SALARY (WMCCCL)

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 EFFECTIVE MARCH 22, 1995  
 40.0 HOUR WORK WEEK

LEVEL	MINIMUM RATE	RATE AFTER 6 MONTHS WORKED TIME IN CLASS	RATE AFTER 12 MONTHS WORKED TIME IN CLASS *	RATE AFTER 18 MONTHS WORKED TIME IN CLASS *	RATE AFTER 24 MONTHS WORKED TIME IN CLASS
400 **	\$436.77	\$451.17	\$465.57	\$479.97	\$
401	465.01	480.34	495.67		511.00
402	487.28	503.34	519.41		535.47
403	495.41	511.75	528.08		544.41
404	507.43	524.16	540.88		557.61
405	528.27	545.68	563.10		580.51
406	556.94	575.30	593.66		612.03
407	571.35	590.19	609.02		627.86
408	576.46	596.11	615.76		635.42
409	594.77	615.05	635.32		655.60
410	616.93	637.96	658.99		680.02
411	642.59	664.50	686.40		708.31
412	658.03	680.47	702.90		725.33

\* Applicable following completion of 6, worked time in the classification. Absen days per progression period, for reasons shall not postpone the application of th

\*\* Unclassified Level



APPENDIX "A-2a"  
 SALARY KEY SHEET  
 LOCAL 504 - SALARY (WMCCCL)

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 EFFECTIVE MARCH 22, 1995  
 37.5 HOUR WORK WEEK

LEVEL	MINIMUM RATE	RATE AFTER 6 MONTHS WORKED TIME IN CLASS *	RATE AFTER 12 MONTHS WORKED TIME IN CLASS	RATE AFTER 18 MONTHS WORKED TIME IN CLASS	RATE AFTER 24 MONTHS WORKED TIME IN CLASS
300 **	409.47	422.97	436.47	449.97	
301	435.95	450.32	464.69		479.07
302	456.83	471.89	486.95		502.01
303	464.45	479.76	495.07		510.38
304	475.71	491.40	507.08		522.76
305	495.25	511.58	527.90		543.23
306	522.13	539.35	556.56		573.77
307	535.64	553.30	570.96		588.62
308	540.43	558.85	577.28		595.70
309	557.60	576.61	595.61		614.62
310	578.37	598.09	617.80		637.52
311	602.43	622.96	643.50		664.04
312	616.91	637.94	658.97		680.00

\* Applicable following completion of 6, worked time in the classification. **Abser days per** progression period, for **reasons** shall not postpone the application of tr

\*\* Unclassified Level

APPENDIX "A-3"  
 SALARY KEY SHEET  
 LOCAL 504 - SALARY (WMCCCL)

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 EFFECTIVE MARCH 22, 1996  
 40.0 HOUR WORK WEEK

LEVEL	MINIMUM RATE	RATE AFTER 6 MONTHS WORKED TIME IN CLASS *	RATE AFTER 12 MONTHS WORKED TIME IN CLASS *	RATE AFTER 18 MONTHS WORKED TIME IN CLASS	RATE AFTER 24 MONTHS WORKED TIME IN CLASS *
400 **	\$447.69	\$462.45	\$477.21	\$491.97	\$
401	476.64	492.35	508.06		523.78
402	499.46	515.93	532.39		548.86
403	507.80	524.54	541.28		558.02
404	520.11	537.26	554.41		571.55
405	541.47	559.32	577.17		595.02
406	570.87	589.69	608.51		627.33
407	585.64	604.94	624.25		643.56
408	590.87	611.01	631.16		651.30
409	609.64	630.42	651.21		671.99
410	632.35	653.91	675.46		697.02
411	658.65	681.11	703.56		726.02
412	674.49	697.48	720.47		743.47

\*  
 Applicable following completion of 6,  
 worked time in the classification. Absen  
 days per progression period, for reasons  
 shall not postpone the application of th

\*\* Unclassified Level

APPENDIX "A-3a"  
 SALARY KEY SHEET  
 LOCAL 504 - SALARY (WMCCL)

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 EFFECTIVE MARCH 22, 1996  
 37.5 HOUR WORK WEEK

LEVEL	MINIMUM RATE	RATE AFTER 6 MONTHS WORKED TIME IN CLASS	RATE AFTER 12 MONTHS WORKED TIME IN CLASS	RATE AFTER 18 MONTHS WORKED TIME IN CLASS	RATE AFTER 24 MONTHS WORKED TIME IN CLASS *
300 **	419.71	433.55	447.38	461.22	
301	446.85	461.58	476.31		491.04
302	468.25	483.68	499.12		514.56
303	476.06	491.76	507.45		523.14
304	487.61	503.68	519.76		535.83
305	507.63	524.37	541.10		557.84
306	535.19	552.83	570.40		588.12
307	549.03	567.13	585.23		603.33
308	553.94	572.83	591.71		610.59
309	571.54	591.02	610.42		629.99
310	592.83	613.04	633.25		653.46
311	617.49	638.54	659.59		680.64
312	632.33	653.89	675.44		697.00

\* Applicable following completion of 6, worked time in the classification. Absen days per progression period, for reasons shall not postpone **the** application of th

\*\* Unclassified Level

APPENDIX "B"

I STEWARDS

One (1) Steward to be appointed or location listed hereunder, as referred to in Section 5.01: el

1) Beach Road.

II COMMITTEEMEN

1) Beach Road Plant (the Committeeman shall be the Steward).