



LOCAL AGREEMENTS

BETWEEN

Electro-Motive Canada Limited
London, Ontario

AND

C.A.W. LOCAL 27

Local General Agreement
Local Wage Agreement
Local Seniority Agreement

June 1, 2005
(Effective June 6, 2005)

ELECTRO-MOTIVE[®]

13501-01

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MEMORANDUMS OF LOCAL GENERAL AGREEMENTS
LOCAL WAGE AGREEMENT, AND
LOCAL SENIORITY AGREEMENT
entered into

this 1st day of June, 2005

BETWEEN
ELECTRO-MOTIVE CANADA LIMITED - of
the City of London, in the County of Middlesex in the Province of
Ontario, hereinafter referred as

"THE COMPANY"
and
NATIONAL AUTOMOBILE, AEROSPACE , TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA ,
C.A.W., LOCAL 27,
LONDON, ONTARIO,
hereinafter referred to as

"THE UNION"

Whereas

The parties, together with other parties, entered into an agreement dated this September 27, 2005 hereinafter referred to as the "Master Agreement" and

Whereas

The said Master Agreement contemplates that certain matters not specifically covered by the terms of the Master Agreement nor by the terms of certain other Local Agreements between the parties hereto may be the subject of local agreement, which matters are herewith made the subject of these Memorandums of Local General Agreement, Local Wage Agreement and Local Seniority Agreement.

Witnesseth:

LOCAL GENERAL AGREEMENT

- (1) Where lunch periods are established such periods shall not be considered as time worked.
- (2) Any change in the established shift hours or lunch period shall be first discussed with the Shop Committee as far in advance as possible of any such change.
- (3) Pursuant to Paragraph (68) of the Master Agreement, informal leaves of absence may be granted for a period not to exceed thirty (30) days, upon application of the employee to, and approval by, the employee's Supervisor in writing. Such leaves of absence shall not be renewed.
- (4) If an employee is injured on the job the employee will be paid for the balance of the scheduled shift on which the employee has been sent home or has been sent to an outside hospital or to an outside doctor by the Medical Department of the Company because of such injury, irrespective of when the injury occurred.
- (5) Pursuant to the terms of Paragraph **(22)** of the Master Agreement the Zone Committeeperson may request their Superintendent or Department Head to call the Chairperson to assist them at the Second Step of the Grievance Procedure or at the interview referred to in Paragraph (28a) of the Master Agreement. The Superintendent or Department Head will comply with the request without undue delay.
- (6) In the event the services of the Chairperson of the Shop Committee are requested by a Zone Committeeperson during other than the regular working hours of shift, the Chairperson will be permitted to enter such Zone Committeeperson's zone when arrangements have been made with the Supervisor of the Zone Committeeperson. The Chairperson will be permitted to use no more than a reasonable period of time in any one plant entry and the time **so** spent in the plant will not be paid for by the Company, except in cases involving Paragraphs (29) and (167) of the Master Agreement. In such cases the Chairperson will be paid for time **so** spent at their regular straight time rate.
- (7) In each year, vacation pay **will** be paid by the Company subsequent to the vacation pay eligibility date in that year and prior to the vacation shutdown in that year.

- (8) Although Supplemental Help may on occasion be assigned to the same overtime work as journeymen/journeywomen, they shall not have any claim to equalized overtime with journeymen/ journeywomen.
- (9) A ten-minute break period for all employees will be given after the first two hours of work after the regular starting period and after the first two hours after the regular lunch period. This break period is given conditional upon the break period limits being strictly adhered to (refer to Letter No.17)

LOCAL WAGE AGREEMENT

- (10) (a) When the seniority employee is permanently transferred to another job classification the employee shall receive the job rate of the classification to which the employee is transferred.

(b) The seniority employee recalled from layoff will receive the job rate for that classification.
- (11) (a) When an employee is temporarily required to work in a lower rated classification other than the employee's own, while work within the employee's own classification is available, such employee shall receive the higher of the two established rates.

(b) When an employee is temporarily required to work in a lower rated classification other than the employee's own, when work is not available within the employee's own classification, such employee shall receive the established rate for the classification in which the employee is required to work.

(c) Notwithstanding the above, when an employee is temporarily transferred to a lower rated job classification but the employee works one hour within the employee's regular job classification, the employee will be paid the established rate for the employee's classification for all the hours worked on that day.

(d) In the event an employee is temporarily assigned to a higher rated job classification on any given day, the employee will be compensated at the higher rate for all hours worked on that day, providing the employee works on such higher rated job classification for one (I) hour or more.

- (e) For pay purposes only, employees working as a Lead Hand will receive a rate twenty-five (25) cents above the rate for the job classification for which they are performing the duties of Lead Hand.

LOCAL SENIORITY AGREEMENT

- (12) Seniority shall be exercisable in Non-Interchangeable Occupational Seniority Groups within departments by job classifications, except that the job classifications set forth in Schedule "C", attached hereto, shall constitute a Clearance Group which shall be plant-wide. Such Non-Interchangeable Occupational Seniority Groups are set forth in Schedule "B" attached hereto and made a part hereof.
- (13) When an employee is permanently transferred or promoted from one seniority group to another pursuant to Paragraphs (61) or (62) of the Master Agreement, there shall be no loss of seniority. Employees who are temporarily transferred or promoted to another seniority group out of line of seniority shall not acquire seniority rights to the seniority group to which they are transferred.

TEMPORARY REDUCTIONS IN FORCE

- (14) When work in a seniority group decreases as a result of inventory, plant re-arrangement, material shortage, breakdown, or other temporary conditions, employees will be laid off from their Occupational Seniority Groups as follows:
- (a) Temporary layoffs not exceeding beyond the balance of the shift and four (4) working days, No seniority will be exercised. However, the provisions of the Inverse Seniority Agreement may be applied to this period provided there are no adverse impacts on a department's operations.
- (b) Temporary layoffs extending beyond (a), but not in excess of a total of (10) working days: Seniority will be exercised within the Non-Interchangeable Occupational Seniority Group by department. However, the provisions of the Inverse Seniority Agreement may be applied to this period providing there are no adverse impacts on a department's operations.
- (c) Temporary layoffs extending beyond (b), but not in excess of a total of thirty (30) calendar days: Seniority will be exercised

I within the Non-Interchangeable Occupational Seniority Group by Product Group as defined in paragraph 16. The provisions of the Inverse Seniority Agreement may apply to this period of temporary lay off on a voluntary basis, Any reduction in force necessary following the expiration of such temporary condition will be made in accordance with the provisions of Paragraph (15).

(d) When there is a temporary reduction in one or more Departments resulting in layoffs in accordance with Paragraph 14 and it is necessary to temporarily supplement another Department (same or different Product Group) where more than one employee is equally capable and qualified to perform the required work then seniority will be the prevailing factor.

PERMANENT REDUCTIONS IN FORCE

(15) In the event of a permanent reduction in force due to a reduction in production schedule and in the event employees have been laid off temporarily for more than the maximum time provided for in Paragraph (14), the following procedure shall be applied:

I (a) An employee will be laid off in seniority order from their Seniority Group by department in accordance with Schedule "A".

(b) Such laid off seniority employee shall be entitled to displace employees with less seniority who are working on jobs that the laid off employee is capable of doing

1st - In the same Non-Interchangeable Occupational Seniority Group or Sub-Group plant-wide on a job which the employee had previously performed the normal requirements of that job, or failing that,

2nd - By application, in another Non-Interchangeable Occupational Seniority Group in which the laid off employee had previously established seniority, or failing that,

3rd - the Plant Wide Clearance Group.

(c) When Management knows in advance that a layoff will be permanent in nature, employees shall be laid off without regard to the periods set forth above. It is understood and the parties agree that Management will have a reasonable time, not to exceed a total of ten (10) working days, to make any

Personnel moves required because of this provision. The Zone Committeeperson will be informed of employees retained out of line of seniority for training purposes.

(d) Notwithstanding the provisions of Paragraph (13) above, the seniority of employees placed pursuant to the layoff and recall provisions of the Local Seniority Agreement will be established in the seniority group to which they are so placed as of the date of placement.

(e) No seniority employee shall be laid off under these layoff provisions while probationary employees are retained at work in the Occupational Seniority Group in which such Seniority Employee's seniority rights are exercisable.

(f) The seniority of each employee laid off pursuant to Paragraph (15) will be reviewed by Management and if such laid off seniority employee possesses more seniority than an employee currently working in the General Assembly classification, then such laid off employee will displace the employee with the least seniority working in the General Assembly classification. It is understood that Management will have sixty (60) calendar days following date of layoff to place such laid off employee.

(g) The seniority of each employee laid off pursuant to Paragraph (15) will be reviewed by Management and if such laid off seniority employee possesses more seniority than an employee currently working in the classifications of Attendant-Crib or Sweeper and Janitor then such laid off employee will be offered the opportunity by application to displace the employee with less seniority working in the aforementioned classifications according to the following ratios:

Attendant-Crib	-- 2 per month
Sweeper and Janitor	-- 5 per month

It is understood that Management will have sixty (60) calendar days following date of layoff to initiate such placements of laid off employees.

(16) An employee who has been reduced to another Seniority Group or Product Group, pursuant to the lay off provisions of this Local Seniority Agreement, provided that the employee has one (I) or more years of seniority, may apply using forms supplied by the Company within ninety (90) calendar days following such

reduction to return to the Seniority Group or Product Group in which the employee had established seniority at the beginning of the initial reduction. Such employee shall be returned to the employee's former Seniority Group or Product Group in preference to recalls or Paragraph 62 transfers in line with the employee's seniority if an opening occurs within a period of 12 months from the date of the employee's application. Applications shall be cancelled 12 months from the date of the reduction from the Seniority Group or Product Group.

(a) The effective date of the initial reduction is considered to be the date the employee should have been laid off in accordance with the employee's seniority.

"PRODUCT GROUPS"

Locomotive
Traction Motors

(17) When an employee acquires seniority rights, the employee's name shall be posted on a seniority board located in the plant. The names and seniority dates of employees shall be listed under their respective seniority groups in order of seniority.

(18) A master seniority record will be kept in the Employment Office and a member of the Shop Committee may have access to this record at any reasonable time when such office is open.

(19) Any employee who has been transferred from a non supervisory position to a job classification in the bargaining unit shall be credited with the seniority the employee had established prior to March 1, 1977 and all time worked in the bargaining unit subsequent to March 1, 1977 provided:

(a) The employee previously worked on a job classification in the bargaining unit.

(b) The employee's employment with the Company has remained unbroken. Such employee may be placed on the job to which the employee is entitled under the Local Seniority Agreement, beginning with last previous job the employee held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, the employee may be placed in accordance with plant-wide seniority. In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

- (20) During vacation and/or inventory shutdown, the provisions of this Local Seniority Agreement shall not apply. Employees in the Material Control and Inspection Departments and employees in the Attendant Crib classification, as required, will take the annual inventory. If additional employees are required to assist in the taking of such inventory, such employees will be selected in accordance with the following procedure:

Once the inventory date is known, the Company and the Union will meet as far in advance as possible and a notice will be posted advising employees that during a specified period of time, they shall apply in writing on forms supplied by the Company, to work on the inventory.

The Company shall select, on a seniority basis, the number of employees required to accomplish such work and shall advise these employees as far in advance of the inventory period as possible. Any employee may cancel their request to work on inventory by notifying the Company in writing at least ten (10) working days prior to the beginning of the inventory date.

Should the number of requests to work on the inventory be insufficient, the necessary employees will be selected from production departments by inverse seniority order, provided they are capable of performing the work.

SKILLED TRADES SENIORITY

- (21) An employee working in a Skilled Trades classification shall be affected in the same manner and to the same extent by all the provisions of this Local Seniority Agreement except that the provisions of Paragraphs (14) and (15) shall not apply to Skilled Trades classifications.

Skilled Trades Layoff Procedure

Pursuant to Paragraph (58) of the Skilled Trades section of the Master Agreement:

In the event of a reduction in force in excess of the balance of shift the following procedure shall apply:

- (I) Probationary journeymen/journeywomen will be laid off from the classifications affected.

- (2) Journeymen/journeywomen will be removed in line with their seniority from the skilled trades classification affected by the reduction.
 - (3) Journeymen/journeywomen shall be entitled to flow through the connecting lines provided in the Seniority Flow Chart (Schedule E) to other skilled trades classifications, if any.
 - (4) Any shift re-assignments, which are necessary as the result of layoffs due to a reduction in force, will be made on the next Monday following such reduction.
- (22) Any employee laid off from a journeyman/journeywoman classification may elect to take a layoff subject to the provisions of Paragraph 54(f) of the Master Agreement, or the employee may elect to accept a job offer in a classification other than a skilled trades classification provided that the acceptance of such offer does not result in the displacement of any seniority employee, and provided further that the employee must return at the earliest opportunity to the employee's former skilled trades classification, in line with the employee's seniority, as openings occur.

Failing to so return, the employee shall forfeit all claim to the employee's former skilled trades classification and the employee's full seniority shall be established in the seniority group in which the employee is working.

Skilled Trades Transfers

- (23) Employees having journeyman/ journeywoman status who are transferred from a non-skilled occupational seniority group into a skilled trades classification and who have not previously established seniority in such skilled trades classifications will have a date of entry seniority status in the skilled trades classification as of the date of transfer.
- (24) In the application of Paragraph 62(c) of the Master Agreement dated September 17, 2002, all Skilled Trades Departments will be combined to constitute a "department".
- (25) Where transfers, layoffs or recalls are made in accordance with the connecting lines as shown on the Skilled Trades Flow Chart (Schedule E), an employee transferred shall establish their seniority rights in the classification to which the employee is transferred as of the date of transfer.

General

- (26) Notwithstanding the provisions of this Local Agreement, the Shop Committee and Local Management may at any time mutually agree upon exceptions or modifications thereto.
- (27) The Parties hereto agree that these Agreements shall continue in full force and effect without change so long as the Master Agreement remains in effect.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives.

ELECTRO-MOTIVE
CANADA LIMITED

Dennis Stachelski

Paula Sampson

Diane Davis

FOR LOCAL 27, C.A.W.

Keith Berry

John Kaufmann

Bob Scott

Barry Hardy

Terry Mason

Russ Meade

Gary Stead

FOR THE NATIONAL UNION

Peter Kennedy

John Scanlan

**SCHEDULE "B" OF LOCAL SENIORITY
PRODUCTIVE CLASSIFICATIONS**

JOB CODE	DESCRIPTION
WTAZ	General/ Assembly All Products
XGAZ	Machinist- Production - Special
XHAZ	Burning - Hand & Machine
XH1Z	Laser Burner Operator
XIAZ	Machinist- Special Setup
XLAZ	Fab Machine Operator - Special
XMAZ	Painter - Locomotive
XOAZ	Welder
XO1Z	Weld Cell Operator - Locomotive
XQAZ	Welding - Student
XTAZ	Governor & Injector Repair & Inspect

NON-PRODUCTIVE CLASSIFICATIONS

INSPECTION AND TEST

YAAZ	Inspection "A"
YBAZ	Inspection - Electrical
YCAZ	Inspection Welding - All Products
YLAZ	Inspection Process Layout
YMAZ	Inspection Machining Special
YOAZ	Quality Audit - All Vehicles
YQAZ	Test & Repair - Locomotive

SERVICE

YUAZ	Crane Operator
YVAZ	Crane Operator Mobile (Licensed)
YYAZ	Driver Traffic Truck - Tractor Trailer
ZAAZ	Material Control Utility

SCHEDULE "C"
OF LOCAL SENIORITY AGREEMENT

Paragraph (12) of the Local Seniority Agreement provides for a Plant-wide Clearance Group and it is understood and agreed that this Plant-Wide Clearance Group shall consist of the following classifications.

CLEARANCE

WZAZ Cleaning - Production Parts
XEAZ Machine Operator - Tool Room
XZAZ Labourer
YWAZ Truck Driver - Lift Truck - Maintenance

**ELECTRO-MOTIVE CANADA LIMITED
LONDON, ONTARIO**

SUPPLEMENT TO LOCAL SENIORITY AGREEMENT

(1) In the application of Paragraph 62 (c) of the Master Agreement dated September 27, 2005, all departments will be combined to constitute a "department".

(a) Employees with one (1) or more years of seniority who are working in non-productive or productive job classifications and who desire a transfer must follow the following agenda:

- Communication for those jobs deemed Paragraph 62s will be posted and will state the classification and department for the job. They will be posted on the current company boards.
- Paragraph 61s will continue to be posted as per past practice and selected on a merit and ability basis as per the Master Agreement.
- Paragraph 62 primary job openings will be posted on Wednesdays and will remain open until 4:00 p.m. on the following Monday. All applications **must** be received by the Personnel Department by 4:00 p.m. the following Monday. If a holiday falls on the Monday, then the deadline would be 4:00 p.m. on Tuesday.
- An "Application for Transfer" form will be used to apply for all openings. These will be available from the Personnel Department or the Union office. Once complete, the application will be submitted to Personnel.
- Each signed "Application for Transfer" form will indicate the employee's sincere desire-and-intent to move to the posted job opening. If an employee applies for a posted job opening and is selected as the successful applicant, then he/she will be moved to the new job **as** soon as his/her current supervisor and Personnel coordinates their release to the new assignment. The applicant **cannot decline** the offer. When there is more than one opening, then the highest rated

posting will be filled first. Open requisitions will not be published on the workforce letter until it has been decided whether they will be filled with reductions, Paragraph 16s or Paragraph 62s.

- If an applicant wants to apply for more than one opening at the same time, he/she needs to submit a separate application for each opening.
- Each applicant must be deemed physically capable of safely performing the physical demands of the posted job. It is the employee's responsibility to ensure that his/her physical restrictions on file in the Medical Department are current and accurate.
- A "Vacation" file will be maintained by the Personnel Department in order to allow any employees not at work due to being on vacation at the time of a job opening, to be considered for job opening opportunities. Employees going on vacation for a minimum of 1 week and a maximum of two weeks can submit an "Application for Transfer" form listing, **in priority order**, job classifications and the corresponding department number for jobs that may be posted during their absence. They will then be included with other applicants for any job opportunities that match their application.
- If an applicant changes his/her mind, then he/she must cancel his/her application in writing prior to the closing date-(Monday at 4:00 p.m. or Tuesday at 4:00 p.m. after a long weekend).
- The successful applicant will be frozen from applying to other Paragraph 62 job openings and from receiving secondary job openings for a period of six months from the effective date of the transfer.
- Unsuccessful applications will be destroyed and will not be active for future openings. Applicants must reapply for each job posted.
- Applications for skilled trades' supplemental will be kept on file from September to September of each year.

(b) For supplemental skilled trades transfers,-employees may make application to the Employment Department for such transfers. The employee's application shall state qualifications and experience and shall specify the job classification desired. When a need occurs in such job classification, those

employees who have made application for the job classification will be considered for transfer and will be given preference over new hires.

- (2) In the application of Paragraphs (1) and (1) (a) above the words "new positions or vacancies", as used in Paragraph (62) of the Master Agreement shall be interpreted by the parties hereto to mean a job opening to which no seniority employee has a right under the lay off and recall provisions of the Local Seniority Agreement. The parties further agree that Paragraphs (I) and (1)(a) above shall not be applicable to situations where it is necessary for the Company to transfer a number of employees from one department to another department for a temporary period not to exceed thirty (30) days unless otherwise agreed upon by the parties. The parties can extend this period by mutual agreement.
- (3) Seniority employees, who desire transfer to fill openings in the Welding Student classification for training as Welders, may make application to the Personnel Department for such transfer. The employee's application shall state qualifications and experience. Management will select employees for transfer to the Welding Student classification from among the applicants having the necessary qualifications, and when the qualifications of two or more applicants are equal, the applicant with the longest seniority will be given preference. When applicants with the necessary qualifications for training as Welders are not available, new employees may be hired as Welding Students,
- (4) It is understood that none of the provisions contained herein shall supersede any of the provisions of the Local Seniority Agreement or any other agreements supplemental to the Local Seniority Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives

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CANADA LIMITED

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Appendix "A"

JOB CLASSIFICATION AND WAGE RATES

Job Classification		Rate as of		
		JUNE 6/05	JUNE 5/06	JUNE 4/07
QKAZ	Stationary Engineer - 2nd Class	37.93	38.23	38.53
QTSZ	Template Maker	38.26	38.56	38.86
RISZ	Plumber	37.93	38.23	38.53
RBSZ	Electrician	38.34	38.64	38.94
RGSZ	Painter	37.83	38.13	38.43
RPSZ	Industrial Truck Repair - Gas, Electrical & Diesel	37.93	38.23	38.53
RWSZ	Machine Repair Machinist	38.22	38.52	38.82
SHSZ	Tool & Die Maker	38.34	38.64	38.94
SLSZ	Welder - Tool & Die Maintenance	38.26	38.56	38.86
STSZ	Tool Machine Operator	38.34	38.64	38.94
SXSZ	Tool & Cutter Grinder	38.07	38.37	38.67

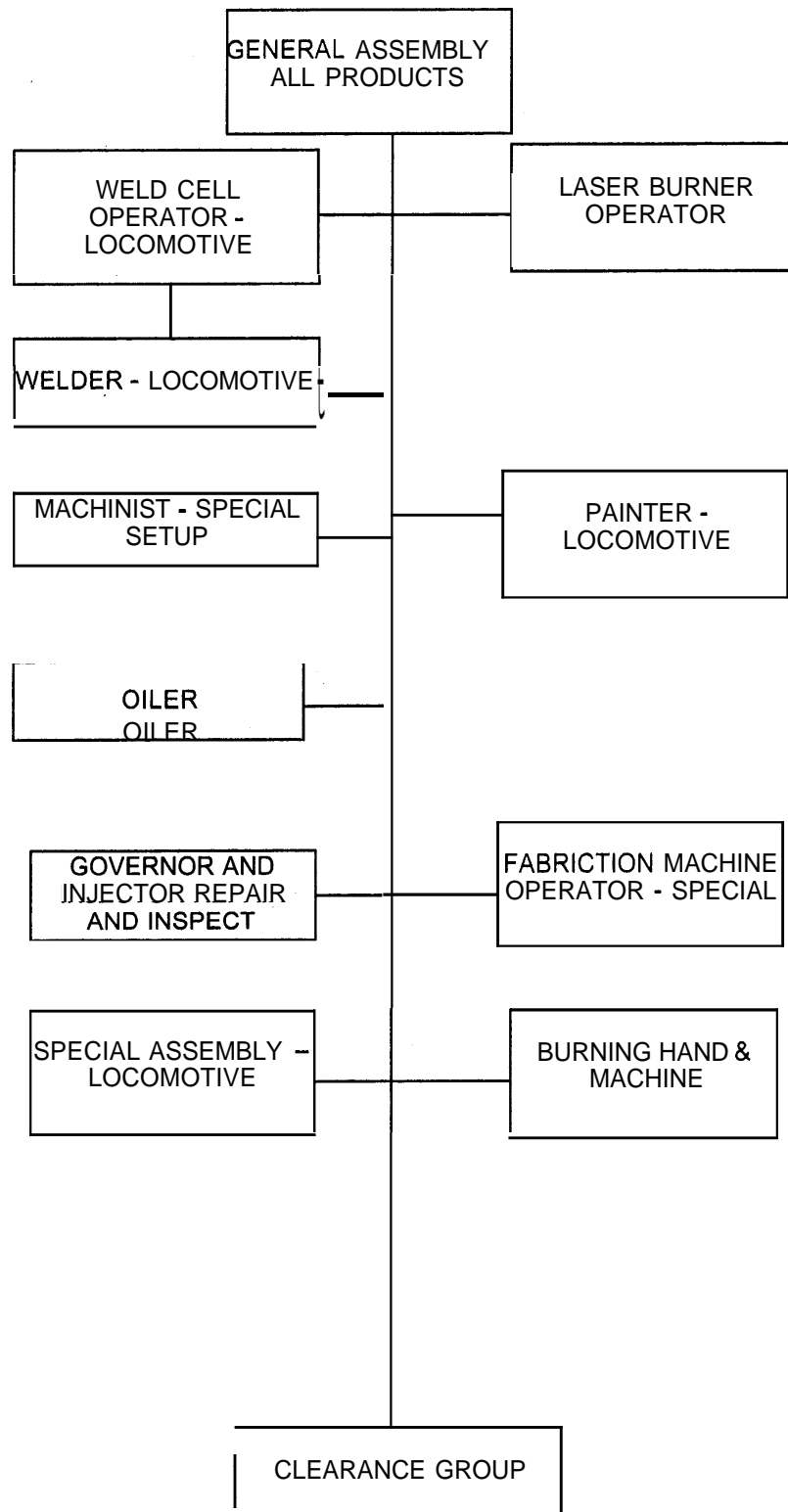
Job Classification		Rate as of		
		JUNE 6/05	JUNE 5/06	JUNE 4/07
Production				
WTAZ	General Assembly - All Products	31.98	32.28	32.58
WZAZ	Cleaning - Production Parts	31.80	32.10	32.40
XEAZ	Machine Operator - Tool Room	31.95	32.25	32.55
XGAZ	Machinist- Production- Special	32.31	32.61	32.91
XHAZ	Burning - Hand and Machine	32.17	32.47	32.77
XH1Z	Laser Burner Operator	33.46	33.76	34.06
XIAZ	Machinist - Special Setup	33.52	33.82	34.12

XLAZ	Fabrication Machine Operator-Special	32.17	32.47	32.77
XMAZ	Painter - Locomotive	32.31	32.61	32.91
XOIZ	Weld Cell Operator - Locomotive	32.95	33.25	33.55
XOAZ	Welder - Locomotive	32.31	32.61	32.91
XQAZ	Weld - Student			
XTAZ	Governor & Injector Repair & Inspect	32.31	32.61	32.91

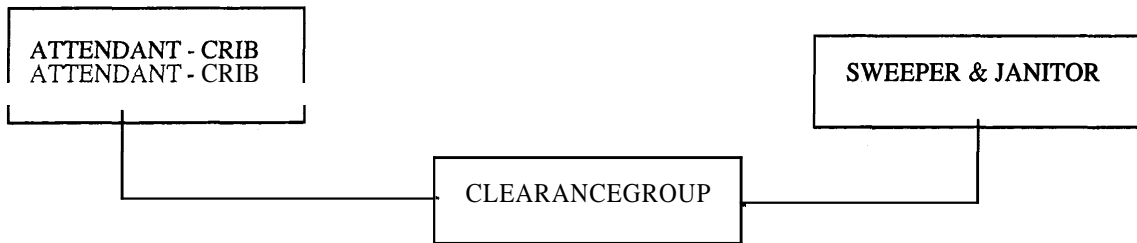
Job Classification		Rate as of		
		JUNE 6/05	JUNE 5/06	JUNE 4/07
Inspection and Test				
YAAZ	Inspection A	32.31	32.61	32.91
YBAZ	Inspection - Electrical	32.31	32.61	32.91
YCAZ	Inspection Welding - All Products	32.48	32.78	33.08
YLAZ	Inspection Process Layout	35.29	35.59	35.89
YMAZ	Inspector - Machining Spec.	32.42	32.72	33.02
YOAZ	Quality Audit - All Vehicles	32.61	32.91	33.21
YQAZ	Test and Repair - Locomotive	35.11	35.41	35.71

Job Classification		Rate as of		
		JUNE 6/05	JUNE 5/06	JUNE 4/07
Non-Productive				
XYAZ	Sweeper and Janitor	31.29	31.59	31.89
XZAZ	Labourer	31.64	31.94	32.24
YRAZ	Attendant - Crib	32.08	32.38	32.68
YUAZ	Crane Operator	32.31	32.61	32.91
YVAZ	Crane Operator - Mobile (Licensed)	32.58	32.88	33.18
YWAZ	Truck Driver - Lift Truck - Maintenance	31.95	32.25	32.55
ZAAZ	Material Control Utility	32.18	32.48	32.78
ZCAZ	Oiler	32.08	32.38	32.68

SENIORITY FLOW CHART - SCHEDULE "E"



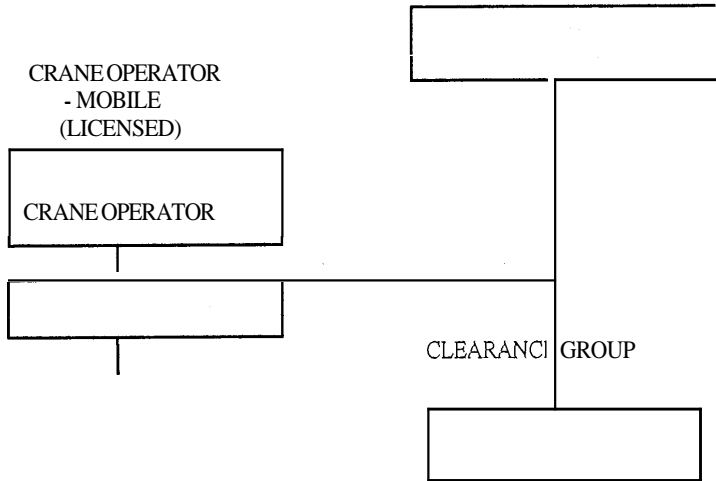
**SCHEDULE 'A'
SENIORITY FLOW CHART**



THIS CHART IS FOR LAYOFF AND RECALL PURPOSES ONLY. IT ESTABLISHES NO RELATIONSHIPS BETWEEN OTHER CLASSIFICATIONS FOR **ANY** OTHER PURPOSES.

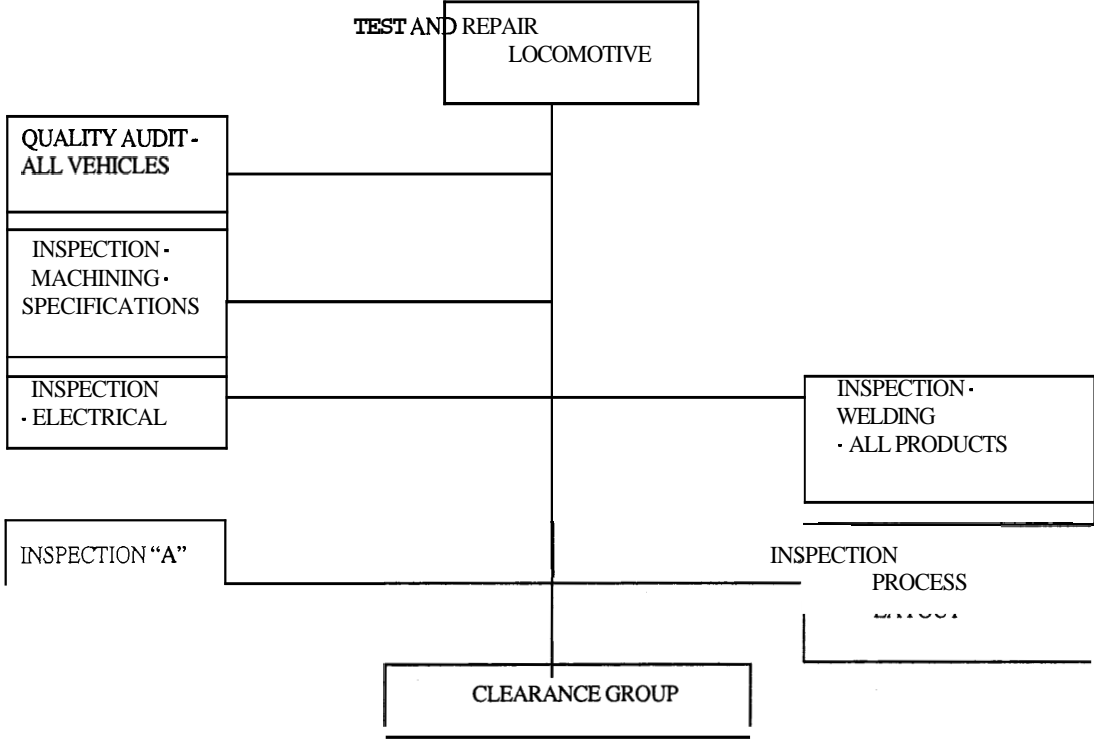
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SENIORITY FLOW CHART**

MATERIAL CONTROL -
UTILITY



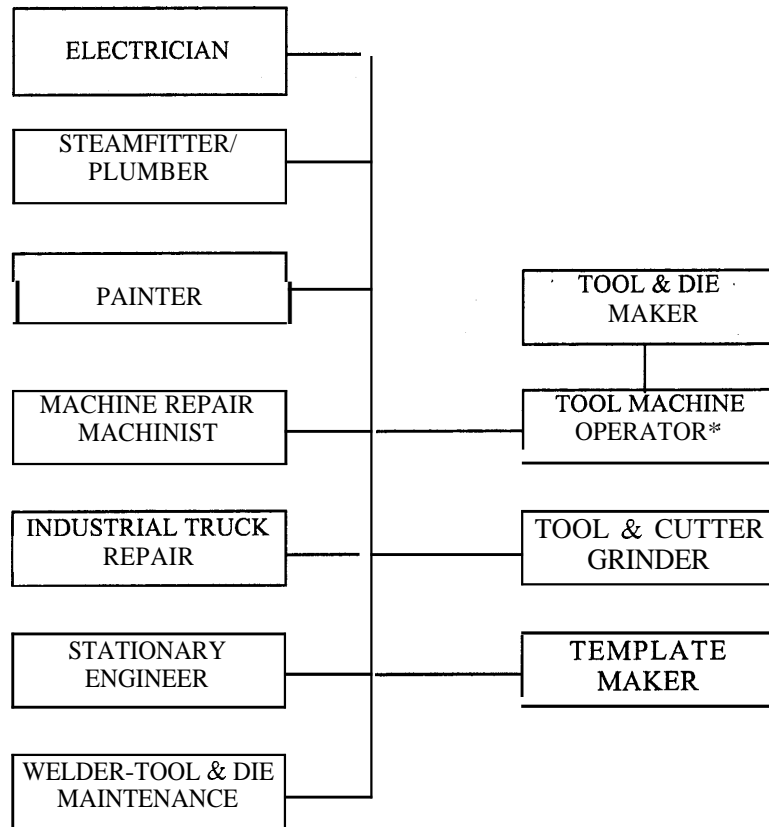
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ESTABLISHES NO RELATIONSHIPS BETWEEN OTHER CLASSIFICATIONS
FOR ANY OTHER PURPOSES

**SCHEDULE "A"
SENIORITY FLOW CHART**



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FOR **ANY** OTHER PURPOSES

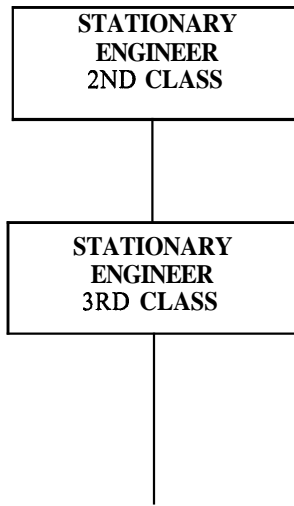
SENIORITY FLOW CHART-SCHEDULE " E "



THIS CHART IS FOR LAYOFF AND RECALL PURPOSES ONLY. IT ESTABLISHES NO RELATIONSHIPS BETWEEN OTHER CLASSIFICATIONS FOR ANY OTHER PURPOSES.

*Future population by Tool and Die Makers.

SENIORITY FLOW CHART-SCHEDULE " E "
POWER HOUSE



THIS CHART IS FOR LAYOFF AND RECALL PURPOSES ONLY. IT ESTABLISHES NO RELATIONSHIPS BETWEEN OTHER CLASSIFICATIONS FOR ANY OTHER PURPOSES.

SHIFT ROTATION GUIDELINES

- 1) Employees who rotate shifts will do so every two (2) weeks. The order of shift rotation will be from third shift to second shift to first shift.
- 2) Employees who wish to work on a shift other than the day shift, must present their request in writing to their supervisor and the employee will also be advised to give a copy to the Zone Committee person. If the supervisor is able to accommodate such request, then the senior employee will be granted such request. The employee shall remain on such shift for a period of three (3) months at which time the request will become invalid and the employee will again begin working on rotating shifts.
- 3) Where there are unbalanced shifts in a department, junior employees on the 1st shift will rotate with the employees on corresponding jobs on the opposite shift(s) in the department.
- 4) Employees will be given training for the purpose of shift rotation providing that the workforce in the area has been stabilized and the efficiency of operations is not adversely affected.
- 5) An employee performing the work of a Lead Hand will not be retained on a shift solely because the employee performs the work of a Lead Hand.
- 6) Employees will not rotate across departmental lines.
- 7) In some instances, rotation will be by corresponding jobs and not by job classifications.
- 8) It is understood that the rotation of employees or the granting of a request to remain on a certain specified shift shall not be allowed if it would adversely affect the efficiency of operations.
- 9) These guidelines can be altered by discussions between Management and the Union in the event that changes in the method of operations in the plant would make alterations desirable.

**RULES FOR ADMINISTRATION OF PARAGRAPH
(159) OF THE MASTER AGREEMENT CONCERNING EQUALIZATION
OF OVERTIME WORK**

1. Overtime records should have department number, month and year filled in for each month. If no overtime is worked, the form will be marked accordingly.
2. Employees will be grouped on the overtime record with each group consisting of employees engaged in similar work by shifts. Employees on steady first, second or third shift will each be placed in a separate overtime group and will not equalize overtime with employees who are on rotating shifts. All shifts and groups in a department will be kept on one overtime record sheet. If there is insufficient room, two sheets and two boards may be used.
3. Equalization records will be maintained on an up-to-date basis. (It is desirable to post the record of overtime worked or declined and the accumulated total no less frequently than weekly.) When the spread of hours among those employees in the group which perform similar work becomes excessive, the Committeeperson should attempt to resolve the problem with the Superintendent of the area. Should such conditions remain unresolved, the matter will be referred to a special meeting with the Union and Labour Relations, including if necessary, the Director of Personnel and Manufacturing Manager or Staff Head.
4. As of January 1st, of each year, the overtime equalization records for steady dayshift and swing shift employees will be adjusted as indicated below, on the basis that the employees in these groups who perform similar work will have their hours calculated based on the employee with the lowest hours credited to them from each respective shift. These respective hours will be applied to each of the shifts for these employees and would represent their overtime standing for equalization purposes on each respective shift.

Example:

As of December 31
Total hours accum.

As of January 1
Adjusted hours

Steady day	Employee #1 - 450 hours	150 hours
Shift	#2 - 300 "	0 "
	#3 - 300 "	0 "
	#4 - 300 "	0 "

Second	Employee #1 - 450 hours	150 hours
Shift	#2 - 460 "	160 "
(Swing)	#3 - 440 "	140 "

Third	Employee #1 - 450 hours	150 hours
Shift	#2 - 460 "	160 "
(Swing)	#3 - 470 "	170 "

The above example is to illustrate the basis of adjusting the hours January 1st on the employee with the lowest total hours at the end of the preceding year. For employees on steady second or third shift, the overtime equalization records will be changed and the employee in a group with the lowest hours will start at zero. The employee with the highest hours credited will start with the number of hours the employee has over the lowest member of the employee's group.

5. All records must be openly displayed in the department involved. Where employees are scattered throughout the plant their record should be kept in the most suitable place and openly displayed.

6. When a new shift is started in a department, the employees will be credited with the average of their similar group in the same department on the other shift or shifts.

7. When an employee is requested to work overtime and the employee declines, the hours will be recorded as if the employee had worked. An employee who is called at home and declines the offer of overtime will not be charged for the hours offered.

8. An employee who is absent or on an authorized leave of absence for a period of less than thirty (30) days, will have the overtime hours the employee would have worked, if the employee had been available, credited to the employee's overtime records. An employee

on an authorized leave of absence for thirty (30) days or longer shall cease to have overtime hours credited to the employee's record, but upon returning, the employee's record shall start with the average overtime hours of the group in which the employee is included.

9. When a new hire becomes a seniority employee, that employee will be entitled to an equitable share of overtime work and shall, on that date, be credited with the average hours of the group in which the employee has been placed.

10. A seniority employee returning from layoff to the same or different equalization group shall be credited with the average hours of the group in which the employee has been placed.

11. When employees are permanently transferred (for more than thirty (30) days) from one equalization group to another they shall be credited with the average hours of the group they have been transferred to.

12. Overtime outside of the group - When an employee is offered overtime work in another overtime equalization group and accepts or declines such offer, such employee shall have the available overtime hours credited to their own equalization group and such hours shall be marked in green if worked and red if declined

13. Record overtime hours as follows:

Overtime Hours Worked	A
Overtime Hours Offered or Available and Not Worked	R

14. When a Committeeperson, the Alternate Committeeperson or Chairperson of the Shop Committee are required and/or decline to work overtime for representation purposes only, this overtime should not be recorded. When the above are required and/or decline to work overtime on their own jobs, then it should be recorded as for any other employee.

15. An employee will not be charged for overtime available while off work on paid absence allowance, on an approved vacation leave or on paid bereavement leave.

16. An employee who has an approved paid absence allowance day on a Friday and who is asked on Thursday or sooner, to work on the Saturday will be charged with the overtime hours available. If, however, the employee is not asked to work on the Saturday and it is

discovered on Friday that it is necessary to work on Saturday the employee will not be charged as the employee would not be at work on Friday and therefore not available to be asked.

17. An employee performing the work of a Lead Hand will equalize hours with other employees in the overtime group within the seniority job classification in the employee's department.

18. Hours shown on equalization records shall be credited as follows:

(a) One hour at time and one half- 1.5 hours credited.

(b) One hour at double time - 2 hours credited.

19. Any employee in any plant-wide department (excluding department 564 crane operators) will be offered overtime first in the area where they normally perform their regular duties.

20. Although supplemental help may on occasion be assigned to the same overtime work as journeymen/journeywomen, they shall not have any claim to equalized overtime with journeymen/journeywomen.

21. When an employee is medically placed on a job, the employee shall be offered overtime work only on the job to which the employee is so placed or on jobs within their overtime group consistent with the medical restrictions of the employee as approved by the Plant Medical Department.

22. In an effort to equitably distribute overtime, the following guidelines should be adhered to when utilizing probationary employees on an overtime basis. Overtime during the week should be offered to probationary employees after seniority employees within the same equalization group have been asked and are capable of performing the requirements of the job. Overtime on a weekend basis is to be offered to seniority employees within the equalization group, then to seniority employees on other shifts in the department prior to offering work to the probationary employees. New hires will be equalized with others in the Overtime Group and credited with the group average upon the conclusion of their 90 day probationary period.

ELECTRO-MOTIVE CANADA LIMITED
LONDON, ONTARIO

COMPANY
STATEMENTS
AND
LETTERS

(THE FOLLOWING STATEMENTS AND LETTERS WHICH WERE
FURNISHED TO THE C.A.W. HAVE BEEN INCLUDED IN THIS
BOOKLET FOR INFORMATION PURPOSES ONLY.)

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No. 1

Dr. P. McCabe,
Medical Director

As a result of negotiations between the parties with respect to Paragraph (4) of the Local Agreement, it was agreed by the Company that in a case where an injured employee had been sent to their supervisor by the Medical Department for assignment to other than their regular duties and had Paragraph (4) would be applicable as though the employee subsequently been sent home because no work was available, had been sent home by the Medical Department.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No.2

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

During the current negotiations Management and the Shop Committee arrived at the following understanding:

In the event of temporary layoffs as the result of inventory, plant re-arrangements or material shortage, it may be desirable to make any necessary layoffs invoking the principles of inverse seniority, notwithstanding the provisions of Paragraph(14) of the Local Seniority Agreement.

If the parties should agree to invoke the principle of inverse seniority, the following guidelines to properly carry it out would be applicable:

- (1) Layoffs would be by individual departments and by overtime equalization groups and by shifts.
- (2) Employees with at least one (I) year's seniority in the individual departments would be required to apply during a specified period of time and in writing on forms supplied by the Company to remain at work during the aforementioned types of layoffs in accordance with their seniority rights.
- (3) In the event there are insufficient applicants for the work to be performed, Management shall assign employees to such work commencing with those employees in the seniority groups and in the work affected who have the least seniority provided such employees have at least one (1) year's seniority, were at work at the time the layoff commenced, and are capable of performing the work.
- (4) It is understood that Management shall have no liability for back-pay awards as the result of invoking the principle of inverse seniority,
- (5) When employees are recalled from such layoffs they will be recalled in seniority order with the employees having the most seniority being recalled first.
- (6) It is understood by the parties that in the event inverse seniority is applied it will be done so under the provisions of Paragraph (14) of the Local Seniority Agreement.

Yours truly,
P. Sampson

Senior Administrator, Industrial Relations

No.3

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

As a result of negotiations between the parties it was agreed that the principle of a straight eight hour shift with a twelve minute paid lunch period would apply only to those employees who rotate on a three continuous shift operation involving a single machine or a single equipment operation.

Yours truly.

P. Sampson
Senior Administrator, Industrial Relations

No.4

Mr K. Berry
Chairperson, Shop Committee
Local 27, C. A. W.
Electro-Motive Canada

Dear Mr. Berry:

During the current negotiations, the parties devoted considerable time discussing problems associated with placement of employees who suffer a compensable or major physical disability. The parties recognize that placement of such employees will not impinge upon the fundamental principles of seniority as outlined in the Collective Agreement.

In order to accomplish the objectives of Paragraph (65) (a) (compensable occupational disease or injury) and (b) (major physical disability other than covered by Paragraph (65) (a) of the Master Agreement), the following procedure will apply:

1. Any employee placed in accordance with this procedure must possess sufficient seniority to be retained in the seniority group in the Department in which the employee is so placed.
2. Any employee placed in accordance with this procedure shall be given a copy of the form submitted to the Chairperson of the Shop Committee and the affected Shop Committeeperson indicating the employee's name, date of placement, etc. - a copy of which is attached hereto.
3. In the event of a permanent reduction in force affecting placement employees, such employees shall be laid off from their department in accordance with Paragraph (15) of the Local Seniority Agreement.
4. Any employee placed on a job in accordance with this procedure shall be examined on a periodic basis by the Plant Medical Director to review the necessity of continuing to recognize such employee as requiring job placement. Such re-examination will usually be made

within ninety (90) days except in the case of a permanently disabled employee who will be re-examined annually.

(a) Any change in an employee's work restrictions will be made by the Plant Physician based on the physician's findings and on supporting evidence and documentation from the employee's attending physician.

5. If the results of a medical re-examination referred to in point number 4 above determine that an employee does not require job placement, such employee shall thereupon return to the seniority status held prior to being placed on a job in accordance with this procedure, providing such employee possesses sufficient seniority. However, such employee will not acquire seniority rights pursuant to Paragraph (13) of the Local Seniority Agreement for future layoff and recall purposes.

6. When an employee is placed on a job in accordance with this procedure, the employee shall be eligible for transfer pursuant to the terms of the Collective Agreements only to jobs consistent with the medical restrictions of the employee as approved by the Plant Medical Department

7. When an employee is placed on a job in accordance with this procedure the employee shall be offered overtime work only on the job to which the employee is so placed or on jobs within their overtime group consistent with the medical restrictions of the employee as approved by the Plant Medical Department

8. To be eligible for job placement in accordance with this procedure, an employee must be able to perform all the requirements of the job.

9. All placements of Paragraph (65)(b) nature will be as a result of an agreement between the Shop Committee and the Company.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No.5

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

The Union and the Company have had considerable discussion pertaining to the slippage of seniority, pursuant to Paragraph (19) of the Local Agreement for Skilled Tradesmen/ Tradeswomen working on jobs related to their specific trade (in a non-supervisory capacity). Commencing with the effective date of the 1987 Local Agreement such Skilled Trades employees will no longer lose bargaining unit seniority for the work performed as defined above.

NOTE: Any disputes in this regard will be resolved between the Skilled Trades Committeeperson and Labour Relations.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No.6

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

During the 1996 negotiations, Management and Union discussed the problems pertaining to the layoff, recall, transfer, etc. of employees who have identical seniority dates. They discussed the difficulties associated with the administration of a two-tiered system and the advantages of a consistent single practice plant-wide.

As a result of these discussions the parties agreed that effective the date of this agreement all hourly employees with identical seniority dates would be prioritized by serial number with the lower numbered employee considered as having the greater seniority.

The parties agreed that any concerns from employees with a seniority date prior to 1987, arising from the application of this procedure, would be jointly reviewed.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No.7

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

Notwithstanding the provisions of Paragraph (56) of the Master Agreement, the parties agree that when it is known in advance that a recall to work will be for a period of thirty (30) days or less, a laid off seniority employee may have the option of refusing such recall only if the employee is currently employed on a full-time basis.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No. 8

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

During the current Local Contract Negotiations, the parties discussed the application of a four (4) hour rule where an employee is required to work in more than one classification including the employee's own.

Both parties agreed that where practical the employee would perform in the employee's own classification a minimum of four (4) hours during the eight (8) hour shift, the balance of time to be assigned to other classifications of work as required.

As a matter of sound business, it may be necessary to work the employee less than four (4) hours in the employee's own classification and the balance of eight (8) hours in another classification. However, the Company agrees that such assignments are a proper matter for discussion with the Union.

Seniority will be one of the factors considered in these discussions.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No. 9

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

During the recent negotiations Management and the Union discussed the payment of Vacation Pay advances, exclusive of P.A.A., to employees with more than ten years of seniority who wish to take additional vacation time off work prior to and in addition to the normal two week plant shutdown.

Such employees who request a leave of absence in writing and whose request is approved at least two weeks in advance of the time off work will have the following rules applied to a vacation pay advance:

- (1) 80 hours vacation pay will be held for payment for the normal plant vacation period.
- (2) Employees must have earned out their vacation pay in accordance with Section XIV of the Master Agreement.
- (3) Vacation pay advances will be paid for vacation pay hours in excess of 80 hours plus Paid Absence Allowance hours (Paragraph 11

4(a) of the Master Agreement) to employees on an approved vacation leave.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No.10

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

During the current negotiations Management and the Union agreed that the subject of shift hours during the week prior to Christmas holiday period is a proper matter for discussion between the parties. This subject may be raised by either party at least thirty (30) days in advance of the Christmas holiday period.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No. 11

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

During the 1987 Local Contract Negotiations, Management and the Union agreed to consolidate the TEST LOCOMOTIVE, TEST TRACTION MOTOR, AND ELECTRICAL CABINET TEST job codes to read TEST & REPAIR LOCOMOTIVE.

The Parties agreed the job elements of this code would include minor repairs. The present procedure of sending units to test with all operations complete will still apply and be adhered to as it is not intended to have testers install shortages.

Testers will be allowed to remove and replace minor deficient components when replacements are delivered to the test areas, as well as correct minor situations (for example wires on wrong terminals, tightening of pipe and tubing joints, etc.). They will also

ensure that anything removed for test purposes is properly replaced prior to returning to production.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No. 12

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Subject: PAY STATEMENT ERRORS

Dear Mr. Berry:

During the course of the 1993 Local Negotiations the Union expressed concerns regarding employees who, through no fault of their own, incur a shortage of hours on their pay statement and are then required to wait one week to receive the balance of the monies owed to them.

The Company agreed that it will issue a cheque when through a company administered error, an employee is short 4 hours pay or more. In the event an employee is short 4 hours or more, yet has

overtime pay included which exceeds a total of 40 hours pay, the Company will make the employee whole for the following payday.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No. 13

JOINT COMMITTEE FOR PEOPLE MOVEMENT

The Parties acknowledge that the Joint Committee For People Movement shall take into consideration the provisions of the Local Agreement whenever people movements are reviewed. If during meetings of the Joint Committee For People Movement, there are issues involving implementation to the provisions of the Local Agreement related to people movements, these issues will be referred for discussion purposes to the Shop Committee.

Accordingly, the Parties have agreed to establish the "Joint Committee For People Movement" who will meet weekly to perform the following duties:

I, Administrate the transferring of employees in accordance with applicable provisions of the Local Agreement.

2. Ensure fair and consistent application of people movement provisions through the centralized application procedure.

3. Plan for anticipated fluctuations in workforce requirements.

It is the intent of the Parties to foster a relationship which fairly balances the desires of employees and the requirement to maintain efficiency of operation.

No.14

SKILLED TRADES

Job continuation by Skilled Trades has been discussed by the Parties and it is recognized that it is quite often necessary for a particular Tradesperson to continue on with the work they started. Problems have arisen when such job continuation involves overtime work, particularly when a Tradesperson is required to finish a job on other than their normal shift. The Maintenance and Tool Room Departments will continue to monitor this type of situation and whenever it is practical to do so, they will give consideration to the utilization of employees who would normally perform work on that shift.

No. 15

JOINT TRAINING COMMITTEE

During the 1987 Local Contract Negotiations mutual agreement was reached between the Parties with regard to addressing training requirements which emanate as a result of job codes consolidation.

In conjunction with the C.A.W. Local Committee, Management will endeavour to identify the associated training needs, design appropriate modules of training and implement the required courses. The identification of training requirements and execution of training will be the direct result of job codes consolidation and conducted as the necessity to train is recognized by both Parties.

To facilitate the implementation of training plans, a joint Management/Union committee will be constructed to address associated training issues. Representation on this committee will include those staff areas and the Zone Committeeperson of the employees who are directly affected by the codes consolidation.

No. 16

Mr. K. Berry
Chairperson Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry :

Pursuant to Paragraph (155) of the Master Agreement Management will allow interested employees to file an application for transfer to the Supplemental Help Classifications indicating their experience and qualifications. Management and the Skilled Trades Committeeperson will review such applications and where adaptable skills and ability are approximately equal, the most senior employee will be given preference.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No. 17

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

SUBJECT: REST PERIODS - WASH UP EXTENDED SHIFTS

Dear Mr. Berry:

Employees whose shifts are scheduled to work two (2) or more hours of overtime will receive a ten-minute Rest Period prior to starting to work overtime. A five-minute wash up period will be granted at the conclusion of the overtime assignment. The break period would begin at the start of the normal end of shift wash up period. (ie. Locomotive 10 hr shift with a 0700 start - additional break period at 1525 to 1535 hours and wash up at 1725 hours)

Employees who are scheduled to work a ten (10) or more hour shift and are required to report two (2) hours prior to their normal shift start will receive an additional ten-minute break. (ie. Locomotive 10 hr shift with a 0500 start - additional break period at 0650 to 0700)

This rest period is given conditional upon the time allowance being strictly adhered to.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations

No. 18

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry :

During 1993 Negotiations, the Parties agreed to continue with certain activities wherein C.A.W. involvement had proven beneficial. These activities include:

Joint Training Committee
Job Placement Committee
Joint Committee for People Movement
Recycling Committee
Action Centres
Master Health and Safety Committee
(Plus Safety Awareness, Manufacturing Technical Safety,
Noise, and Hazardous Materials)

Based on the premise that further C.A.W. involvement can be helpful to employee interests and to Electro-Motive Canada, the Parties agreed to develop additional involvement in the following areas:

Food Services
Recreation
Housekeeping
Wellness
Sickness and Accident Visitation

Following ratification of the 1993 Agreement, Management representatives will meet with the Shop Committee to discuss how the abovementioned involvement will be implemented.

Yours truly,

P. Sampson

Senior Administrator, Industrial Relations

No. 19

Mr. K. Berry.
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry :

During the course of the 1996 and 2002 Negotiations, the parties had lengthy discussions on the Union's concerns related to our Local Rules for the Administration of Paragraph (159) of the Master Agreement. The Union brought to Management's attention that some supervisors were not fulfilling their obligation to maintain accurate and up-to-date overtime records. In addition, the Union stated that in some departments there was a wide disparity of overtime hours between employees within the same overtime group, which represented a continuing problem.

The parties agreed that all supervisors of hourly employees have responsibility to follow the guidelines outlined in "Rules for Administration of Paragraph ((159)) of the Master Agreement Concerning Equalization of Overtime Work" found in the Local Agreement. Management stated that pursuant to Paragraph ((159)) employees working within an overtime group should receive a fair share of overtime hours within their group over a reasonable period of time. The time necessary to equitably distribute the hours might vary depending on the amount of overtime available and the size of the group.

It is Management's intent that overtime be fairly distributed within a group. Any unresolved problems may become a matter for discussion between the Shop Committee and Industrial Relations. If still unresolved, the matter will be brought to the attention of the Director of Personnel and the Operations Manager for resolution. If there are continuing problems involving a wide spread of hours within an overtime group, a request may be made by either party for assistance in correcting the problem. If such a request is made, the Director of Labour Relations, and a staff representative of the President National Union C.A.W. will investigate the matter in an

effort to assist the parties to resolve the matter in accordance with Paragraph (159).

Yours truly,
P. Sampson
Senior Administrator, Industrial Relations

No. 20

Mr. K. Berry
Chairperson, Shop Committee
Local 27, C.A.W.
Electro-Motive Canada

Dear Mr. Berry:

During 1993 Negotiations, the Parties discussed at length the application of Local Agreement provisions concerning reductions in force and the resulting reassignments that occur, including those that involve employees who undertake assignments that require quite different skills. While the Parties recognize that Management has a continuing responsibility to provide training to the workforce, it is also recognized that situations can occur wherein individual accommodation may be made to avoid reassignments that could have an adverse impact on an employee or on the business. Management and Union representatives will discuss those issues on a timely basis in an effort to resolve potential problems.

Yours truly,

P. Sampson
Senior Administrator, Industrial Relations