February 29, 2012

Mayor and Members of Council City of Hamilton Hamilton City Hall 71 Main St. West Hamilton, ON L8P 4Y5

Dear Mayor Bratina and Members of Council:

Re: 9:30 a.m. Meeting today with General Issues Committee

I would like to thank you and the General Issues Committee for allowing Toromont Industries to present our concerns regarding the impending motion and as a follow up to our letter of February 14<sup>th</sup>, 2012.

We are here representing our 3,000 employees, many active within this community. We are not here representing Canada with respect to laws set forth in the Investment Canada Act, nor are we here representing Caterpillar Inc. We have no influence regarding Caterpillar's business decisions or practices.

We understand the emotion and certainly are empathetic to the EMD employees, their families and other stakeholders who were affected by the closure decision. However, we do not fully understand the purpose of the proposed resolution. Actions taken by this council will not change the Progress Rail decision.

Caterpillar has settled the Closure/Severance agreement with the CAW and stakeholders. Let me read an excerpt from the settlement. "The Union agrees that there shall be no boycott related to the operations or products of the Company or its associated or affiliated corporations and that nothing else will be done by or at the direction of the Union to adversely affect the business of the Company or its associated or affiliated corporations or their respective relationships with their customers and suppliers…"

I would also like to note; we have a good working relationship with the CAW.

Copies of this agreement and other related public documents are available for your review.

We are also supplying a copy of an excerpt from the Federal Government debate on the EMD situation. The Minister of Industry clearly states that the acquisition of EMD was not reviewable under the Investment Canada Act. Therefore it appears that there was no breach. You may wish to confirm this with Industry Canada.

If accepted, the proposed boycott will be felt more by our employees, your fellow Canadians and not Caterpillar. We are struggling to understand and remain concerned with the unintended consequences that could adversely impact the economic livelihood and prospects of Canadians that have absolutely nothing to do with the Caterpillar decision.

Pro-active and positive actions are necessary, not condemnation. Our company has almost doubled our employment in the past decade. We have made solid decisions on capital investment in Canada and expect the need to hire many more <u>skilled</u> Canadian staff members over the next decade. Efforts to step-up our economic future through retraining programs will be more effective in the long term and will provide Canadians' with a positive outlook.

We therefore ask that the motion be withdrawn to protect the jobs of our employees and those of our numerous suppliers.

Best regards,

Scott Medhurst President



**Toromont Industries Ltd.** 3131 Highway #7 West, Bldg. B P.O. Box 5511 Concord, Ontario L4K 1B7 tel 416.667.5511 fax 416.667.5555

February 29, 2012

Mayor and Members of Council-City of Hamilton Hamilton City Hall 71 Main St. West Hamilton, ON L8P 4Y5

Dear Mayor Bratina and Members of Council:

On February 23, members of the Canadian Auto Workers union ratified an agreement with Electro-Motive Canada that provided terms and conditions for the closure of the company's London, ON locomotive production operation. The agreement, a copy of which is attached, resolved all issues related to the labour dispute between the parties and provided a very generous severance benefit to the 465 employees represented by the CAW. The labour dispute has been cited as the basis for the resolution currently before the City of Hamilton to boycott businesses or products that have relationships with Caterpillar, Inc.

It is important to note that in recognition of the labour dispute having been resolved, the Canadian Auto Workers closure agreement (paragraph 33, "No Picketing or Boycotts") states, "the Union agrees that there shall be no boycott related to the operations or products of the Company or its associated or affiliated corporations and that nothing else will be done by or at the direction of the Union to adversely affect the business of the Company or its associated or affiliated corporations or their respective relationships with their customers and suppliers..."

We also attach the news release issued by Progress Rail Services Corporation, the owner of Electro-Motive Canada, outlining the severance package for employees that will provide payments that are equal to three times the severance required by Ontario labour law, along with other benefits to assist employees in the transition to other employment. As the attached release from the CAW indicates, the union's members voted 95 per cent in favour of the closure agreement and its terms.

We submit that the labour dispute has been resolved in a fair and respectful manner as evidenced by the pledge against boycotting Caterpillar products, customers and suppliers. It is worth noting that most Cat Dealers are independently owned, locally operated businesses and benefit from strong, long-standing customer relationships. A dealership such as ours is involved in the communities where our employees and customers work and live. Any such boycott would have negative repercussions on Toromont, a Canadian-owned and operated company, and on its 3,000 employees in Canada.

In light of the CAW's overwhelming support of the closure agreement, we therefore respectfully ask that you and the Council vote against the motion proposing a boycott of Toromont.

1.101

Sincerely)

Scott Medhurst

President

Toromont Industries Ltd.



# **CLOSURE AGREEMENT**

# Between:

# ELECTRO-MOTIVE CANADA CO.

- And -

# NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 27

# February 23, 2012

Your Bargaining Committee would like to thank the membership for their solid support during this difficult time and unanimously recommend acceptance of the terms of this closure agreement.

Ken Lewenza, CAW President

Peter Kennedy, CAW Secretary/Treasurer

Bob Orr, CAW Assistant to the President

Fergo Berto, CAW Area Director

Lewis Gottheil, CAW Legal

Jeff Wareham, CAW Pension & Benefits

Tim Carrie, President, CAW Local 27

Bob Scott, Chairperson

Mike Termeer, Skilled Trades

Fred Sebring, Committeeperson

Rod Calder, Committeeperson

Mike Rossiter, Committeeperson

Tod MacDonald, Pension Rep

Brian Tomkins, Benefit Rep

#### **CLOSURE AGREEMENT**

BETWEEN:

#### Electro-Motive Canada Co.

(the "Company")

- and -

# National Automobile, Aerospace, Transportation and General Workers Union of Canada, Local 27

(the "Union")

WHEREAS the Company and the Union have been engaged in collective bargaining since April 19, 2011

AND WHEREAS the Company operated a plant in the City of London, at 2021 Oxford Street (the "Plant") at which Plant all of the employees in the Bargaining Unit were employed;

AND WHEREAS the Company and the Union have been unable to negotiate a renewal agreement;

AND WHEREAS the employees of the Company employed as of February 3, 2012 ("Bargaining Unit Employees") have been on a lock-out since January 1, 2012 (the "Lock-out");

AND WHEREAS the Company informed the Union on February 3, 2012 of its decision to close production operations at the Plant (the "Plant Closure");

AND WHEREAS the parties have agreed to enter into this Agreement, subject only to ratification by the Bargaining Unit Employees;

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

#### PLANT CLOSURE

- 1. Except for the decommissioning of the Plant as described in paragraph 2 below, the effective date of the Plant Closure shall be February 3, 2012.
- 2. Any work related to the decommissioning of the Plant will be performed by the Company's non-bargaining unit employees or third parties. Work related to the decommissioning of the Plant shall include any production work to be completed by September 30, 2012, the movement of any materials, the movement of machinery, maintenance of the Plant and all machinery and any other work necessary to close production operations at the Plant.
- 3. If the Company intends to continue production beyond September 30, 2012, it shall notify the Union and the parties shall meet to discuss the implications of production continuing beyond September 30, 2012.

#### TERMINATION OF EMPLOYMENT OF BARGAINING UNIT EMPLOYEES

- 4. All Bargaining Unit Employees have been terminated from their employment with the Company on **February 3, 2012**.
- 5. The Company shall pay to each Bargaining Unit Employee who was terminated on February 3, 2012 a single lump sum separation payment, in full satisfaction of all claims which the Bargaining Unit Employee may have arising from his or her employment with the Company or the termination from employment. Such lump sum separation payment, shall be in the amount designated for each Bargaining Unit Employee as set out in Schedule "A" attached hereto and forming part of this Agreement, less minimum applicable statutory deductions.
  - Each employee will receive severance pay of three (3) weeks for each year of service.
  - (hourly rate + COLA (.83 cents) times years of service
- 6. The Company shall pay each Bargaining Unit Employee a lump sum ratification bonus of **\$1,500** less minimum applicable statutory deductions.
- 7. Following ratification of this Agreement by the Bargaining Unit Employees the payments set out in Schedules "A" attached hereto and paragraph 6 above shall be made to each Bargaining Unit Employee who is entitled to receive such payments with such payments to be made by the Company no later than **fifteen (15)** business days after ratification.
- 8. Where applicable and if requested all or a portion of the separation payment will be directed into an RRSP or paid as a Retirement Allowance, to the extent permitted by law. A Bargaining Unit Employee making such a request must do so in writing no later

- than **five (5)** business days after ratification. If an employee wishes to delay the receipt of his/her separation payment, such a request must be done in writing no later than **five (5)** business days after ratification.
- 9. The Bargaining Unit Employees will receive Tuition Reimbursement up to \$3,250 for courses in progress as of **February 3, 2012**.
- 10. The Bargaining Unit Employees will receive a letter of employment upon request.
- 11. The Company will retain employment records for 3 years and payroll records for 7 years. Reasonable requests for access will be granted to Bargaining Unit Employees.
- 12. Bargaining Unit Employees will be provided upon request with a record of apprenticeship hours or red seal hours as applicable.

# **BENEFITS**

- 13. From March 1, 2012 until August 31, 2012 the Company will provide all Bargaining Unit Employees with the GreenShield Prescription Drug Plan benefit, Out-of Province, Basic Life and Accidental Death and Dismemberment benefits in accordance with the provisions of such benefits plans in effect on December 31, 2011.
- 14. An employee who, at the time of closure was in receipt of WSIB or Sickness and Accident (S and A) or Extended Disability Benefits (EDB) or Total and Permanent Disability Benefits (TPDB)under the Company programs (Sun Life policy number 45051) as specified in the applicable collective agreement in force at the time of the employee's disability (the "Applicable Collective Agreement"), will, subject to the terms and conditions of the applicable Company programs in force under the Applicable Collective Agreement, continue to receive the Group Life and Disability Insurance Benefits (but not, except as provided in paragraph 13 above, healthcare benefits), provided the employee qualifies for disability.
- 15. Subject to the terms and conditions of the applicable Company programs in force under the Applicable Collective Agreement, an employee on S and A will be eligible to apply for EDB or TPDB upon exhaustion of S and A and will receive EDB or TPDB if she/he meets the qualification criteria under the EDB program in effect on **December 31 2011**.
- 16. An employee in receipt of S and A, EDB, TPDB or WSIB is eligible for the lump sum separation payment set out under paragraph 5 above. In calculating the separation payment amount, years of service will include the period during which the employee was in receipt of disability benefits, up to **February 3, 2012**.

- 17. Subject to the terms and conditions of the applicable Company programs in force under the Applicable Collective Agreement, nothing in this agreement, including receipt of the separation payment set out in paragraph 5 above, serves to terminate the disabled employee's entitlement to continued S and A, EDB, TPDB and/or Group Life and Disability Insurance Benefits (but not, except as provided in paragraph 13, healthcare benefits).
- 18. In the event of an eligible employee's death after his termination, the employee's estate will receive his full severance pay.
  - 19. The Company will retain, or will cause to be retained, for a period not less than 10 years all medical records in its possession or control that relate to injuries or illnesses in respect of those Bargaining Unit Employees who have sought or obtained benefits under the Company's S and A or EDB or TPDB programs or WSIB in respect of employment with the Company up to **December 31, 2011** (the "Records"). The Company will provide to the Union a contact address through which a relevant Bargaining Unit Employee may obtain access to his or her own such Records during the retention time period and will update such contact information with the Union in a timely manner should it change in the future.

# PENSION PLAN

- 20. The Company shall initiate the termination and wind up of the Hourly Employee's Pension Plan (the "Plan"), subject to paragraph 22 hereof, as at a date that is no later than one week following the date that this agreement is ratified. Notwithstanding anything to the contrary in this agreement, the administration and wind-up of the Plan and the rights and benefits therein shall be in conformity with the *Pension Benefits Act of Ontario* (the "PBA") including, specifically, section 74 therein.
- 21. With respect to each Bargaining Unit Employee who was terminated on February 3, 2012 and who had accumulated on or before the wind up date a combination of age plus years of continuous employment or membership in the Plan equaling at least 55 when computed in accordance with the PBA ("the rule of 55"), the Company acknowledges that such an individual will be eligible for grow-in benefits under the Plan in accordance with section 74 of the PBA based on the terms of the Plan in effect on **February 3 2012**.
- 22. The Company agrees that Company consent required for purposes of eligibility for retirement under the Mutually Satisfactory Retirement provisions of the Plan with respect to the plant closure and permanent layoff provisions set out under Part B of Appendix C of the Plan, is deemed to be provided, as part of the plan wind up, to Bargaining Unit Employees who meet the rule of 55.

- 23. In the event that the petition with respect to the wind up date in the preceding paragraph does not succeed, the employees identified in paragraph 21 above will be treated as having continuous employment or membership in the Plan (and for no other purposes hereunder) through to the effective date of the Plan wind up.
- 24. The Company agrees to fully fund the Plan within 2 years of **February 3, 2012** subject to both (a) timely receipt of a final approval of the wind up report by FSCO and (b) a determination has been made of the actual amount necessary to achieve settlement of Plan obligations through annuity purchase and otherwise.
  - 25. Once member option statements have been finalized, the Company commits to providing a series of information sessions conducted by the Plan actuary or designate to review such option statements with members.

# **WAGES AND VACATION PAY**

26. The Union acknowledges and agrees that each Bargaining Unit Employee has been paid all outstanding wages and all vacation pay earned and owing up to the date of the termination of their employment, less minimum applicable statutory deductions.

# **OUTSTANDING GRIEVANCES**

27. The Union agrees that all outstanding grievances are hereby fully and finally settled as of the date of this Agreement.

#### PAYMENT TO THE CAW

28. The Company shall pay to the CAW National Union a lump sum payment equal to \$350,000 within thirty days of the ratification of this Agreement. This lump sum payment to the CAW is in consideration for the settlement of all grievances referred to in paragraph 27 above, the establishment of an adjustment program and representation costs for the Bargaining Unit Employees.

#### **RECOGNITION RIGHTS**

29. The Company agrees and acknowledges that the Union's bargaining rights, as set out in Article 2 of the last expired collective agreement, are not affected by this Agreement, and the Union expressly reserves the right to give notice to bargain to the Company or its successor, or a related entity, in the event the continuation of the Company's production operations, other than the work described in paragraph 2 above.

#### **DISPUTE RESOLUTION**

30. The Company and the Union agree that any dispute, other than a dispute regarding paragraphs 20 to 25 inclusive of this Agreement, with respect to an allegation that this Agreement has been violated may be submitted to binding arbitration. Despite the fact that there is no existing collective agreement between the Company and the Union, the parties agree to incorporate the grievance and arbitration procedures contained in section 48 of the Ontario Labour Relations Act, 1995 into this Agreement. A dispute regarding paragraphs 20 to 25 inclusive of this Agreement shall be brought before FSCO.

# **FULL AND FINAL RELEASE**

- 31. The Union on its own behalf and on behalf of each Bargaining Unit Employee agrees to accept the terms of this Agreement in full settlement of all Claims (as defined below) which the Union or any Bargaining Unit Employee may have against:
  - i. the Company and its past, present and future directors, officers, shareholders, employees, contractors and agents;
  - ii. all corporations associated or affiliated with the Company and their past, present, future directors, officers, shareholders, employees, contractors and agents; and
  - iii. the respective heirs, executors, administrators, other legal representatives, successors and assigns of the aforesaid corporations, individuals and other entities,

(individually, a "Releasee" and collectively, the "Releasees") and the Union, on its own behalf and on behalf of each Bargaining Unit Employee, hereby releases and forever discharges the Releasees from any and all actions, causes of action, claims, proceedings, applications, complaints and demands, whatsoever, whether known or unknown, that have arisen or that may arise at any time in the future directly or indirectly from or in respect of, the employment of the Bargaining Unit Employees with the Company or the termination of their employment with the Company, the collective bargaining by the Company and the Union in respect of the Bargaining Unit Employees, the Plant Closure (individually, a "Claim" and collectively, the "Claims"), including without limitation, all Claims pursuant to or alleging a violation of the Labour Relations Act, Employment Standards Act or any other statute or regulation and all Claims for or in respect of salary, vacation, bonuses, premium pay, overtime pay, vacation pay, holiday pay, benefits, pension, termination pay, severance pay, compensation in lieu of notice, wrongful dismissal damages, anticipated earnings or damages of any kind, reinstatement in employment and any Claims at law. For the purposes of clarity, nothing in this paragraph prevents a claim that this Agreement has been breached.

# NO APPLICATIONS, COMPLAINTS, ACTIONS OR OTHER PROCEEDINGS

32. The Union confirms that it has not made, filed or commenced and shall not make, file or commence any Claims as released by the Union under paragraph 31 above.

#### NO PICKETING OR BOYCOTTS

33. The Union agrees that from the date of ratification of this Agreement, the Union shall cease any picketing, pamphleting, leafleting, posting of signs or other activity at the Plant or at any other property of the Company or its associated or affiliated corporations or at the property of any employee, customer or supplier of the Company or of any associated or affiliated corporations of the Company in furtherance of the labour dispute or otherwise arising from the collective bargaining relationship between the Company and the Union at the Plant. In addition, the Union agrees that there shall be no boycott related to the operations or products of the Company or its associated or affiliated corporations and that nothing else will be done by or at the direction of the Union to adversely affect the business of the Company or its associated or affiliated corporations or their respective relationships with their customers and suppliers, the orderly closure of the Plant and cessation of the Company's business operations. For purposes of clarity, nothing in this paragraph precludes the union, its members, agents, or representatives from expressing through any media, and in any way within the boundaries of the law, criticism of the conduct of the company and/or its representatives or agents in the course of this dispute.

#### **EMPLOYMENT INSURANCE**

34. The Company agrees that upon request by any Bargaining Unit Employee it shall take all reasonable steps to provide information in order to assist such individual in obtaining employment insurance benefits under the *Employment Insurance Act* (Canada) pertaining to the termination of their employment with the Company.

#### **ENTIRE AGREEMENT**

35. This Agreement, including Schedule "A" hereto, constitutes the entire agreement between the Company and the Union with respect to the subject matter hereof and cancels, replaces and supersedes any prior offers, agreements, understandings or representations whether verbal or written between the Company and the Union, all of which are deemed to be withdrawn.

#### **RATIFICATION**

36. This Agreement is subject only to ratification by the Bargaining Unit Employees. The Union and its bargaining committee agree to unanimously recommend this Agreement for ratification by the Bargaining Unit Employees and no Union official or member of the Union bargaining committee shall make or publish any comments which are disparaging of this Agreement or which would be inconsistent with a unanimous recommendation that this Agreement be ratified by the Bargaining Unit Employees. The Union shall hold a ratification meeting by not later than **February 23**, **2012** and shall communicate in writing to the Company immediately following the ratification meeting confirming its outcome and whether or not this Agreement has been ratified as provided herein.

### **BINDING AGREEMENT**

37. This Agreement is binding on the Company, the Union and the Bargaining Unit Employees pursuant to Sections 6 and 99 of the Employment Standards Act.

# \*\*\*STRIKE PAY\*\*\*

Monday, February 27<sup>th</sup>, 2012 strike pay will be **\$250.00** and an additional **\$200.00** for last strike week, plus an additional **\$100.00** from the money donated to the EMC Fund.

# Projected Severance Payout for WTAZ and Truck Mechanic

# Your actual payout will be based upon your hourly rate, including COLA

PRODUCTION		SKILLED TRADES	
Years of	Amount	Years of	Amount
Service		Service	
Service of Assess	4,257.60	Contract to the Spirite 1	
2	8,515.20	2	9,943.20
3	12,772.80	3	14,914.80
4	17,030.40	4	19,886.40
5	21,288.00	5	24,858.00
6	25,545.60	6	29,829.60
7	29,803.20	7	34,801.20
8	34,060.80	8	39,772.80
9	38,318.40	9	44,744.40
10	42,576.00	10	49,716.00
11	46,833.60	11	54,687.60
12	51,091.20	12	59,659.20
13	55,348.80	13	64,630.80
14	59,606.40	14	69,602.40
15	63,864.00	15	74,574.00
16	68,121.60	16	79,545.60
17	72,379.20	17	84,517.20
18	76,636.80	18	89,488.80
19	80,894.40	19	94,460.40
20	85,152.00	20	99,432.00
21	89,409.60	21	104,403.60
22	93,667.20	22	109,375.20
23	97,924.80	23	114,346.80
24	102,182.40	24	119,318.40
25	106,440.00	25	124,290.00
26	110,697.60	26	129,261.60
27	114,955.20	27	134,233.20
28	119,212.80	28	139,204.80
29	123,470.40	29	144,176.40
30	127,728.00	30	

<sup>+</sup> Partial years - eg. 6 months x 3 years = 1.5 years more severance



February 23, 2012

Media Release

Media Contact:
Anne Marie Quinn
Fleishman-Hillard
416-598-5771
annemarie.guinn@fleishman.ca

# **Electro-Motive Canada Plant Closure Agreement Ratified**

London, ON—February 23, 2012— Progress Rail Services Corporation (PRS) today announced that it has concluded an agreement with the Canadian Auto Workers union on terms of the orderly closure of Electro-Motive Canada's (EMC) London production operations. The agreement, which was ratified today by union members, provides a full settlement of all claims and grievances, present, past and future, that the union or any bargaining unit employee may have against the company.

The severance package provided for under the agreement significantly exceeds the requirements of Ontario employment law. The law requires only one week's pay per year of service and does not provide severance for employees with less than five years tenure. Ontario law also caps severance at 26 weeks of service. In contrast, the company will provide severance payments to all bargaining unit employees equal to three weeks of regular pay per every year of service, with no cap imposed on them. Seventy-five EMC employees who would not otherwise be eligible under the law, will therefore receive severance benefits under the agreement.

The company will issue severance payments and ratification bonuses within fifteen days. Individual severance amounts will range from a low of about \$13,000 (3 years service) to a high of about \$148,000 (30 years service). All bargaining unit employees will receive a \$1,500 lump sum ratification bonus plus limited company-paid healthcare benefits. The company also will complete funding of the employees' pension trust. EMC will make a payment to the union of \$350,000 to fund settlement of all grievances, establish an adjustment program and cover representation costs for bargaining unit employees.

EMC's focus is now on the orderly closure of the London production operations. We expect the union to abide by a closure agreement that supports a safe and orderly wind-down of the facility.

While it is regrettable not being able to reach an agreement with the union that would have sustained the London plant, EMC is pleased that the parties were able to successfully negotiate a generous severance agreement for represented employees. We wish them all the best for the future.

##

#### About Progress Rail:

Progress Rail Services, a wholly owned subsidiary of Caterpillar Inc., is a leading supplier of remanufactured locomotive and railcar products and services to the railroad industry, operating one of the most extensive rail service and supply networks in North America. We serve our customers through a network of more than 150 locations across the United States, Canada, Mexico, Brazil, Italy, Germany, and the United Kingdom, with more than 5,500 employees. Progress Rail Services is headquartered in Albertville, Alabama.

Through its acquisition of Electro-Motive Diesel, Progress Rail has expanded its network of global locations, furthering its commitment to providing industry-leading products and services. Founded in 1922, Electro-Motive Diesel is an original equipment manufacturer of diesel-electric locomotives. Headquartered in LaGrange, Illinois, EMD designs, manufactures and sells diesel-electric locomotives for all commercial railroad applications and is a global provider of diesel engines for marine propulsion, offshore and land-based oil well drilling rigs, and stationary power generation. The company is the only diesel-electric locomotive manufacturer to have produced more than 72,500 engines and has the largest installed base in both North America and worldwide. EMD also has an extensive aftermarket business offering replacement parts, maintenance solutions and a range of value-added services.

For more information, visit www.progressrail.com, or www.emdiesels.com.



### **Electro-Motive Closure Agreement Approved**

# February 23, 2012, 12:45 PM EST

CAW Local 27 members from Electro-Motive Diesel in London, Ontario have voted 95 per cent in favour of a closure agreement that provides enhanced severance packages.

The agreement includes three weeks of severance pay for every year of service, a \$1,500 lump sum payment and maintenance of disability benefits and extended benefit coverage for all workers and their families.

More than 450 workers attended a February 23 meeting in London to review details of the agreement negotiated by the CAW, which came after the company announced February 3 it would close Canada's only train engine manufacturing plant.

The workers were locked out by the company on January 1 after refusing massive concession demands by Caterpillar, the parent company, including 50 per cent pay cuts.

CAW President Ken Lewenza thanked the OFL, CLC and other unions for showing their support throughout an incredibly difficult and bitter dispute.

He stressed that the free movement of global capital from country to country must be stopped because it's undercutting workers' wages.

"We have to continue the fight," Lewenza said. "Because too many workers are losing their jobs, both union and non-union, because of dead-beat employers - in everything from manufacturing plants to call centres," Lewenza said.

CAW Local 27 President Tim Carrie commended the workers for their solidarity and support, which he said the bargaining committee brought to the negotiating table each day.

"The company didn't just see the committee, they saw you, your families and the community," Carrie said.

Electro-Motive plant chairperson Bob Scott thanked the members of the bargaining committee and the CAW membership at the plant. He stressed that during recent talks "the CAW negotiated as much as possible during extremely tough bargaining with Caterpillar."

To view the Electro-Motive closure agreement click here.