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between

ARNPRIOR DIVISION OF BOEING OF CANADA LTD.

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

LOCAL LODGE No. 1542

EFFECTIVE MARCH 7, 1983

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TABLE OF CONTENTS

Article		
and Section	Title Pa	ge
I	AGREEMENT WITNESSETH COVERAGE	1 1 1
II	RIGHTS OF MANAGEMENT Section A. Management of Company Section B. Subcontracting	1 1 2
III	UNION SECURITY	2
IV	CHECKOFF	2
V	UNION REPRESENTATIVE ON COMPANY PREMISES Sec. A. Union furnish list of Represent-	4
	atives Sec. B. Union Representative access to	4
	Plant	4 5 5
	Sec. E. Departure from work by Commit- teemen	6
VI	BULLETIN BOARDS	6
VII	STRIKES AND LOCKOUTS	6
VIII	COOPERATION	6
IX	DETERMINATION OF DISPUTES Sec. A. Settlement of Complaints, Griev-	7
	Sec. B. Arbitration Proceedings and Selec- tion of Arbitrators	
х	SENIORITY Sec, A. Purpose and Definition Sec, B. Probationary Employees	12 12

TABLE OF CONTENTS (Cont'd)

Article		
and Section	Title	Page
	 Sec, C. Establishment and Accumulatio of Seniority Sec, D. Loss of Seniority Sec, E. Hiring and Promotion Sec, F. Layoff Sec, G. Recall from Layoff Sec, H. Employee Performance Review Sec, I. Transfers and Reclassifications Sec, K. Seniority List Sec, L. Nature of Seniority Rights 	13 14 15 15 15 16 16 17 18 18 18 18 18 18 18 18
XI	LEAVE OF ABSENCE	19
XII	HOURS OF WORK AND OVERTIME	19
	VACATION Sec. A. Eligibility Sec. B. Computation of Credit Sec. C. Holidays during Vacation Period Sec. D. Vacation Credit Year	22 23 1 . 24
	SICK LEAVE Sec. A. Eligibility Sec. B. Effect on Sick Leave Credit whe continuous active service is inte	25 n
	rupted Sec. C. Computation of Credit Sec. D. Accumulation of Sick Leave	25 25
	Sec. E. Pay for Used Sick Leave Credits Sec. F. Use of Sick Leave Credits	26
XV	BEREAVEMENT PAY	27
XVI	WELFARE	27
	JOINT HEALTH AND SAFETY COMMITTEE	28

TABLE OF CONTENTS (Cont'd)

Article and Section XVIII ST	Title ATUTORY HOLIDAYS	0
Se Se	ATES OF PAY c. A. Established Rates c. B. Rate Changes c. C. Jury Duty	31 31
XX M	ISCELLANEOUS	32
A I Pr	JRATION PPENDIX "A" oduction and Maintenance — Non- terchangeable Occupational Groups .	

AGREEMENT

THIS AGREEMENT, dated this 8th day of March, 1983 by and between Arnprior Division of Boeing of Canada Ltd., Amprior, Ontario (the term "The Company" being hereinafter deemed in each instance to refer to such corporation) and the International Association of Machinists and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Lodge No. 1542 now and hereinafter representing employees of the Company (the term "The Union" being hereinafter deemed in each instance to refer to the International Association of Machinists and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Lodge No. 1542 in reference respectively to the collective bargaining unit which it is identified and the employees therein):

WITNESSETH that

WHEREAS, the parties have negotiated the terms and conditions of a collective bargaining agreement (hereinafter referred to as the "Agreement") relating to employees of the Company represented by the Union and more particularly described in this Agreement and to the wages, hours and other terms and conditions of employment of such employees, and the parties desire to reduce the Agreement in writing:

NOW, THEREFORE, in consideration of mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I – COVERAGE

Employees covered by this Agreement **shall** be all those employees at Arnprior save and except foreman, persons above rank of foreman, technical personnel, and office and sales staff as certified by the Ontario Labour Relations Board dated at Toronto the 3rd day of January, **1964**

ARTICLE II - RIGHTS OF MANAGEMENT

SECTION A. Management of Company

The management of the Company and the

direction of the work force is vested exclusively in the Company subject to the terms of this Agreement without limitation implied **or** otherwise, all matters not specifically and expressly covered **or** treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure **as** the Company from time to time may determine.

SECTION B. Subcontracting

It shall be the Company's unilateral right without limitation, to determine and designate at any time the work to be undertaken and performed by the Company and the locations where such work is to be performed and to activate or deactivate any operations or activities at any time. It also shall be the Company's unilateral right at any time without limitation to subcontract to any other corporation, firm, or person whatever work it determines and designates.

ARTICLE III - UNION SECURITY

All employees who, on the date of the signing of this agreement, are Union members in good standing, or may become Union members in good standing, shall **as a** condition of employment maintain Union membership. All employees who, as of the effective date of this agreement are not Union members, shall not be required to become members as a condition of employment. All new employees hired at the date of the signing of this agreement, shall, as a condition of employment, become Union members within thirty (30) calendar days from the date of employment and shall, **as** a condition of employment, remain Union members in good standing.

ARTICLE IV - CHECKOFF

1. The Company shall checkoff one initiation fee, re-instatement fee (where applicable) and Union dues as may be chargeable by the Union, or **an** equivalent amount, once each month from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union and this amount shall be forwarded by the Company to the Union forthwith. The deductions as aforesaid commence in the month in which this Agreement becomes effective.

- 2. In the event an employee's wages, earned during the first payroll period ending in any month, are insufficient to cover the deduction for current monthly Union dues, initiation fee or reinstatement fee, the Company will deduct the amounts owing therefore from wages earned during one of the subsequent payroll periods ending in the same month or following month.
- 3. The Company's obligation to make such deduction shall terminate automatically upon the termination of employment with the Company of the employee or upon his transfer to a plant, unit, or job not covered by this Agreement.
- 4. The Company shall on or before the 15th calendar day of each month furnish to the financial secretary of the Union a written statement covering, for the current calendar month, the following:
 - a. the total amount of dues deducted;
 - b. the total amount of original initiation fees deducted;
 - c. the total amount of reinstatement fees deducted;
 - d. the names, employee number, the amount of deduction from each employee;
 - e. the names of employees from whose wages no deductions were made because their pay cheques were insufficient to make the appropriate deductions;
 - **f**, the company shall at the same time, remit to the financial secretary of the Union its cheque for the amounts as shown under items a, b, and c herein.
- 5. The Union agrees that it will indemnify and save

the Company harmless from any and all liability, claim, responsibility, damage or suit howsoever founded which may arise out of any action taken by the Company in accordance with the terms of this article.

ARTICLE V UNION REPRESENTATIVES ON COMPANY PREMISES

SECTION A. Union furnish list of Representatives

The Union shall inform the Company in writing of the names of its officers and committeemen who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be recognized by the Company **as** representatives of the Union.

SECTION B. Union Representatives access to Plant

A Grand Lodge Representative or his designated representative shall have access to areas in the Company's facility during work hours where employees in the bargaining unit defined in Article I here are assigned. Such access shall be for the purpose of investigating claims of grievance on the part of employees, subject to the following:

- **1**. The Company shall be required to admit only the Grand Lodge Representative or his designated representative.
- 2. The Grand Lodge Representative or his designated representative shall notify the General Manager or his designee of his intended visits to the Company's facility. Such notification shall be given reasonably in advance of such intended visit and shall include the approximate time of such visit or visits.
- 3. The Grand Lodge Representative or his designated representative upon being granted admittance to the Company's facility under this Section shall confine his visits to the area or areas for which clearance has been requested and such visits shall be at the time specified. During such visits

there shall be no organizing, collection or checking of dues, campaigning for Union or political office, or soliciting of any kind on Company premises. Grand Lodge Representatives or designated representatives thereof who fail to comply with the provisions of this Section **B** shall forfeit their admittance rights.

SECTION C. Union Activity during working hours

Solicitation of Union Membership *or* collection or checking of dues will not be conducted during working hours. The Company agrees not to discriminate in any way against any employee for Union activity, but such activity shall not be carried on during working hours except as specifically allowed by the provisions of this Agreement.

SECTION D. Committeemen

1. The Union may designate employees as committeemen. This Committee will consist of not less than two Committeemen and shall remain within the guidelines of the following membership scale:

No. of Committeemen per Unit Membership

2	1 - 200
3	201 - 250
4	251 - 400
5	401 - 500

- 2. An employee while acting as Committeeman shall not be laid off *or* transferred from his shop unit *or* shift provided work for which he is qualified and is willing to perform is available in his present or lower labor grade in such shop unit and shift.
- 3. The committeemen will be promoted, demoted, and recalled from layoff on the same basis as provided for other employees except that, in the event the shop unit *or* shift is deactivated and is later reactivated the former committeeman will be the first employee to be recalled to that shop unit or shift provided work for which he **is** qualified and is willing to perform is available.

SECTION E. Departure from work by Committeemen

The Committeeman before leaving his assigned work on Union Business shall have authorization from the Union and permission to do so from his supervisor before he clocks out on such Union business.

ARTICLE VI - BULLETIN BOARDS

The Company will provide a bulletin board in the shop. Such bulletin board shall be used only for the purpose of notifying employees of matters pertaining to Union Business. All notices must be in Union stationery, signed by an accredited representative of the Union, and shall be submitted to the General Manager or his designated representative for approval prior to posting.

ARTICLE VII - STRIKES AND LOCKOUTS

The Union agrees that during the term of this Agreement, and regardless of whether an unfair labor practice is alleged (a) there will be no strike, slow-down or walk-out and (b) the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment where no rate or unusual physical hazard is involved in proceeding to such location. Any employee who violates this clause shall be subject to discipline. The Company agrees that during the term of this Agreement there will be no lock-out of employees covered by this Agreement.

ARTICLE VIII - COOPERATION

All parties to this Agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficient and uninterrupted production in the plant of the Company.

The Union agrees that each employee is responsible for the quality of his own work **and** the proper use and operation of equipment, tools and machines used by him in the performance of his work. Failure to comply with this requirement shall be considered grounds for disciplinary action.

ARTICLE IX — DETERMINATION OF DISPUTES

SECTION A. Settlement of Complaints, Grievances and Differences

Grievances or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure. Subject to Paragraph 1. h of this Article, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery. 1. In the case of grievances on behalf of employees:

- a. The employee first shall discuss his grievance with the Committeeman, and if the Committeeman considers the grievance to be valid, then the employee and the Committeeman will contact the first line supervision and will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employe from contacting first line supervision if he so chooses. If the purpose of the employee's contacting first line supervision is to adjust the grievance, the Committeeman shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.
- b. If no settlement is reached the Committeeman shall reduce a statement of the grievance or complaint to writing, which shall contain the following:
 - 1. The detailed facts upon which the grievance is based.
 - Reference to the section or sections of the Agreement alleged to have been violated. (This will not be applicable in cases of dismissal or suspension for cause, or of involuntary resignation)

3. The remedy sought.

- c. The Committeeman shall obtain the signature of the aggrieved employee on the written statement of grievance if the employee is willing to sign. The written statement of grievance then shall be submitted to first line supervision for reconsideration with a copy to the designated representative of the Company. After such reconsideration, first line supervision may settle the written grievance and, over his signature, indicate the disposition made thereof. Otherwise, first line supervision shall sign the grievance and the signatures of first line supervision and the Committeeman will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached, at which time the Committeeman promptly shall take up the grievance with the designated representative of the Company.
- d. If the Committeeman and the designated **re**presentative of the Company reach **a** settlement, they shall sign the grievance indicating the disposition made thereof.
- e. If no settlement is effected within ten work days (unless mutually extended) from the submission of the grievance to the designated representative of the Company and the Committeeman both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance then shall be submitted promptly to the office of the General Manager of the Company and to the office of the Grand Lodge Representative. The individuals respectively in charge of these offices shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. If no settlement is effected within fifteen work days (unless mutually extended) of the submission

of the grievance to these individuals it then shall be referred to Arbitration for a prompt hearing as hereinafter provided.

- f. All conferences resulting from the application of provisions contained in this Article shall be held during working hours.
- g. In cases of layoff the employee shall be given a copy of the layoff slip, and he shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his Committeeman files a written grievance with the designated representative of the Company, within seven work days after the date of layoff.

In the event the employee is not available to be presented with his copy of the layoff slip, a copy will be sent to the employee by registered mail and the information also will be mailed to the Union Office, and he shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his Committeeman files a written grievance with the designated representative of the Company, within seven work days after the date of the mailing of the layoff slip. The written grievance then shall be processed through subsequent steps if necessary.

h. In cases of dismissal or suspension for cause or of involuntary resignation, the employee shall be given a copy of the Termination of Service Slip which will show the reason for such termination, and he shall have the right to appeal such termination in accordance with the foregoing grievance procedure provided his Committeeman files a written grievance with the designated representative of the Company, within seven work days after the date of termination. In the event the employee is not available to be presented with his copy of the Termination of Service form, a copy will be sent to the employee by registered mail

and the information also will be mailed to the Union Office, and he shall have the right to appeal such termination in accordance with the foregoing grievance procedure, provided his Committeeman files a written grievance with the designated representative of the Company, within seven work days after the date of the mailing of the termination notice. The written grievance then shall be processed through subsequent steps if necessary. If settlement is not effected prior to Arbitration and the matter is appealed to Arbitration in accordance with subparagraph e., hereof, the Arbitrator shall have the discretionary power to decide such appeal on the basis of any information that he deems pertinent which is presented to him at the hearing.

- 2. In the case of any grievance which the Union may have against the Company or the Company may have against the Union, such grievance is hereby limited to matters dealing with the interpretation or application of terms of this Agreement and shall be handled as follows:
 - a. Such grievance shall be submitted to the designated representative of the Company or the designated representative of the Union, and shall contain the following:
 - **1.** Statement of the grievance setting forth in detail the facts upon which the grievance is based.
 - **2.** The section or sections of the Agreement alleged to have been violated.
 - 3. The correction sought.
 - The grievance shall be signed by the designated representative of the Union or the designated representative of the Company.
 - b. If no settlement is effected within ten work days (unless mutually extended) from the submission of the grievance to the designated representative of the Company and the desig-

nated representative of the Union, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance then shall be submitted promptly to the office of the General Manager of the Company and to the office of the Grand Lodge Representative. The individuals respectively in charge of these offices shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. If no settlement is effected within ten work days (unless mutually extended) of the submission of the grievance to these individuals it then shall be referred to Arbitration for a prompt hearing as hereinafter provided.

- c. All decisions arrived at under the provisions of this Article IX by the representatives of both parties to this Agreement, or the Arbitrator, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither the parties nor the Arbitrator shall have the authority to alter this Agreement in whole or in part.
- 3. Grievance claims involving retroactive compensation shall be limited to thirty calendar days prior to the written submission of the grievance to Company representatives, provided, however, that this thirty-day limitation may be waived by mutual consent of the parties.

SECTION B. Arbitration Proceedings and Selection of Arbitrators

Selection of Arbitrator and arbitration proceedings before them shall be conducted in accordance with the following:

 The Company and the Union, jointly shall select and agree upon a panel of three persons who shall serve as Arbitrators. The names of the Arbitrators on the panel shall be arranged in alphabetical order and they shall be called in rotation. In cases when an Arbitrator is not available, the next Arbitrator on the panel shall be called.

- 2. In hearings before an Arbitrator, the designated representative of the Union and the designated representative of the Company shall present the contentions of the parties, provided, however, that either party may have present one additional representative. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties shall be presented by written briefs. Such arguments of the parties shall be confined to and directed at the matters set forth in the grievance and may be supported by oral comment and rebuttal. The Arbitrator shall rule only on the basis of information presented in the hearing, and shall refuse to receive any information after the hearing except when mutually agreed to, and in the presence of both parties.
- 3. The decision of the Arbitrator shall be made not later than one calendar week following the date of hearing (unless mutually extended) and shall be sent in writing to the designated representative of the Company and the designated representative of the Union.
- 4. The Company and the Union shall by mutual consent fix the amount of compensation to be paid for the services of the Arbitrator. The Union or the Company, whichever is ruled against by the Arbitrator shall pay the compensation of the Arbitrator including his necessary expenses.

ARTICLE X — SENIORITY

SECTION A Purpose and Definition

Both parties hereto agree that continued service over a period **of** time should, and in most cases does, increase the worth of an employee to his employer. Therefore, where Employee Performance Review group ratings are equal, the Company agrees to recognize seniority in case of promotions within the occupational groups included in this bargaining unit.

An employee who feels he/she has been unjustly bypassed by the promotion of a less senior employee may challenge the accuracy of the relevant Employee Performance Review ratings.

SECTION **B**, Probationary Employees

For the first ninety (90) days of employment an employee shall be considered **as** on probation and without seniority. During such ninety (90) day period probationary employees may be reclassified, laid off or terminated at the discretion of the Company without recourse to the grievance procedure by either the employee or the Union.

SECTION C. Establishment and Accumulation of Seniority

- The seniority date of each employee, who, as of the effective date of this Agreement, is on the active payroll of the Company, within the Unit defined in Article I, is on authorized leave of absence from such Unit, or is acting in a supervisory capacity over employees in such Unit shall be in conformance with the seniority date carried on the Company's seniority records on the effective date of this Agreement for each such employee. The seniority date of each employee who, subsequent to the effective date of this Agreement, is hired, rehired or transferred into the Unit shall be the effective date of such hire, rehire or transfer, except as otherwise specifically provided in this Agreement.
- 2. On or after the effective date of this Agreement seniority accumulation shall include time spent on the active payroll of the Company:
 - a. by any individual within the Unit, and

- b. by any individual while acting in a supervisory capacity over employees in the unit in which the individual was previously a member. plus:
- i. time lost by reasons of industrial accident, industrial illness, or jury duty,
- ii. time spent on authorized leave of absence tor Union business,
- iii. time spent on authorized leave of absence granted to cover periods of non-industrial accident or illness (not to exceed one year during any such period),
- iv. the first thirty days of any other authorized leave of absence,
- v. time on layoff from the Unit not to exceed, in each instance, a period of one year (less time on leave under paragraphs 3 and 4 above where such leave immediately precedes such layoff).

SECTION D. Loss of Seniority

- 1. An individual shall lose seniority rights for the following reasons:
 - a. Resignation. (An individual who, while on leave of absence, engages in other employment, or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned)
 - b. Discharged for cause.
 - c. Failure to respond within five (5) regular work days after dispatch of a recall from layoff, unless such period is extended by the Company.
 - d. Failure to report for work within five (5) regular work days after response or on such later date as may be designated by the Company.
 - e. Failure to register with the Employment Unit of the Company on forms provided by the Company at least once every ninety (90) days

- during such layoff period, signifying his availability for recall. A copy of each registration will be transmitted to the Union by the Company.
- **f.** Absent for more than three (3) consecutive work days without permission unless such employee presents a reason which is satisfactory to the Company.
- g. Layoff or On Leave of Absence, other than an authorized leave of absence for Union business, for a period of two years. In no event except for occupational disability or authorized Union leave of absence, shall seniority rights continue beyond this period of two years.
- h. Retirement.
- 2. An employee shall not lose seniority if he can submit positive proof that it was impossible for him to comply with the requirements of paragraph c, d, e, or f in 1 above.
- 3. Any employee of the Company outside of the Unit covered by this Agreement who is discharged for cause or quits shall be considered a new hire without seniority if subsequently employed within the Unit.

SECTION E. Hiring and Promotion

When effecting a promotion, the employees to be promoted normally will be selected from employees on the next lower job classification in the applicable occupational group. Consideration for promotion will be made in accordance with the application of seniority as defined in Section A. above.

Before hiring employees for existing job openings consideration for promotion shall be given to employees as provided in this Section E.

SECTION F. Layoff

In effecting a reduction in force within any Occupational Group, those employees in the Occupational Group where the surplus exists will be laid off in the reverse order of seniority as acquired and defined in Section A. through C. of this Article. The Company may deviate and by-pass one or more less senior employees where otherwise the required skills would not be maintained in the Occupational Group. Where necessary the Company may transfer employees to other classifications in the Occupational Group.

SECTION G. Recall from Layoff

- a. An employee who is laid off, or transferred as a result of layoffs in accordance with Section F. of this Article shall have recall **or** return rights to their classification in line of seniority for a period of two years following the effective date of the applicable reduction in force.
- b. Where employees with seniority are to be laid off from an Occupational Group and probationary employees are working in other Occupational Groups the Company will grant a permanent transfer to such employees considered qualified by the Company to fill the position held by the probationary employee. The offer to transfer will be made to the qualified employees in order of seniority.

Once an employee refuses an offer to transfer he/she will follow the normal layoff procedures. An employee accepting the transfer will have ninety (90) calendar days to become acceptable to the Company in this new position or leave the new position because of personal dissatisfaction. This person will then go on layoff in the classification that he/she held prior to the transfer and will only be called back when his/her original position becomes available. If he/she accepts the new position they will cease to have recall rights to their former classification.

An employee accepting the transfer to another job classification will be paid the rate applicable to that job. c. Before any new employees are hired those employees on active layoff from the Company who are considered qualified by the Company for any Production and Maintenance position that becomes available while they are on layoff will be offered that position.

Nothing in the foregoing sentence shall be subject to the grievance procedure by either the Company or the Union. Once an employee refuses an offer to return to the available position he/she will not be contacted further until the classification he/she has been originally laid off from becomes available. An employee accepting a return to work to other than his/her original classification on layoff will have ninety (90) calendar days to become acceptable to the Company in this new position or leave the new position because of personal dissatisfaction. This person will then return to active layoff and will then only be called again when his/her original position becomes available. If he/she accepts the position they will then have a permanent classification change to the new position and cease to have return recall rights to their former classification.

Any employee accepting a return to work in another job classification will be paid the rate applicable to that job.

SECTION H. Employee Performance Review

The Employee Performance Review shall be discussed with the employee and the Union representative shall, upon request, have access to the employee's evaluation when handling a complaint involving a promotion.

An employee, upon request, will have an opportunity at the time his Employee Performance Review is discussed with him to review his personnel folder.

The Company will make a demonstrative effort to effect Employee Performance Reviews in a twelve (12) month cycle.

SECTION I. Transfers and Reclassifications

- 1. The Company may offer an employee a lateral reclassification from one job classification to another or a reclassification to a lower grade job classification, subject only to the limitation of Section G. of this Article.
- 2. The Company may temporarily assign employees to perform work not customarily performed by employees in their classification for a period of not more than ninety (90) calendar days. Such temporary assignment will not be used repeatedly so as to circumvent the purpose of posting the job, or otherwise filling the position by a permanent move. Longer periods may be agreed mutually between the Company and the Union. Where the temporary transfer is necessitated by a shortage of work, employees in the affected. area will be transferred in line of seniority.

The Company will notify the Union of all temporary assignments.

3. Employees may request a lateral or promotional reclassification to a job classification and such request will be given proper consideration when openings occur subject to the limitation of Section E. and Section G. of this Article.

SECTION J. Supervisory Transfers

The Company may transfer or demote to positions within the Unit employees who accumulate seniority under Section C, paragraph 2b of this Article only if the employee has been **a** member of this Unit prior to becoming a Supervisor.

SECTION K. Seniority List

Every three (3) months the Company will supply the Union with a seniority list of the employees covered by this Agreement.

SECTION L, Nature of Seniority Rights

Seniority rights are those specified by effective written agreement between the parties and shall

not be deemed to exist independently of such agree-. ment.

ARTICLE XI - LEAVE OF ABSENCE

The Company may or may not at its discretion, grant a leave of absence without pay to any employee requesting same. Seniority will continue to accrue during such authorized leave.

During an approved leave of absence for occupational or non-occupational disability the Company will pay all premium costs of the Ontario Health Insurance Plan and Aetna Group Insurance for employees who are members of these plans, commencing with the first premium due after the 30th calendar day of such approved leave of absence.

On request from the local lodge, the Company may grant leave of absence without pay to officials of the local lodge σr their delegates for the transaction of Union business and attending trade union conventions. The number of granted leaves of absence, also the number of days granted, to be mutually agreed upon.

On request from the local lodge, the Company will grant leave of absence without pay to an employee for a period not exceeding one (1) year for full-time employment by the local lodge of the International Association of Machinists and Aerospace Workers providing that the number of employees who at any one time shall be granted such leaves, shall be mutually agreed upon. Seniority shall continue to accrue during such leave of **ab**sence and such employee will be rehired providing **work for** which he **is** qualified shall be available.

ARTICLE XII – HOURS OF WORK AND OVERTIME

The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday through Friday inclusive. Time worked in excess of eight (8) hours in any one shift and all work performed on Saturday, except in the case of any shift beginning in the preceding day and continuing into Saturday shall be paid at the rate of time and one-half. Time worked on Sunday, except in the case of any shift beginning in the preceding day and continuing into Sunday shall be considered as overtime and such overtime shall be paid at the rate of double time.

Exception to the above rules will be in a case where the Company and Union agree in writing to institute a special four (4) day, ten (10) hour second shift. In such a case the following rules shall be applicable:

- a. The normal work week shall be forty hours consisting of four (4) consecutive ten (10) hour shifts, Monday through Thursday inclusive.
- b. Time worked in excess of ten (10) hours, Monday through Thursday, and all time worked on Friday, except in the case of any shift beginning the preceding day and continuing into Friday, shall be paid at the rate Of time and one-half.
- c. Time worked on Saturday and Sunday except in the case of any shift beginning in the preceding day and continuing into Saturday shall be considered **as** overtime and such overtime shall be paid at the rate of double time.
- d. An employee assigned to this special four day, ten hour second shift must have worked forty (40) hours, Monday through Thursday, except for a week in which a paid statutory holiday occurs, in order to qualify for time and onehalf payment for work performed on Friday as referenced in (b) above.
- e. An employee assigned to this special four day, ten hour second shift must have worked Monday through Friday in order to qualify for double time payment for work performed on Saturday as referenced in (c) above.
- f. When a scheduled holiday occurs on any day Monday through Thursday, employees working

this special shift will receive ten (10) hours: pay for such holiday.

- g. The Agreement to institute a four (4) day, ten hour special second shift may be cancelled by either party upon thirty (30) day written notice.
- h. When a scheduled holiday occurs on a Friday, employees working the special ten (10) hour second shift will cerebrate the holiday on the preceding Thursday.
- i. It is understood that hours worked as referred to in (b) and (e) of this Article can be defined as including company recognized sick leave and holiday credits.
- j. Normal Shifts are construed as being:
 - 7:00 a.m. 3:30 p.m.
 - 3:30 p.m. 12:00 midnight or special 10-hour shift

3:30 p.m. - 2:00 a.m.

Any deviations from these hours will be discussed with the Union and premium time will be paid for hours worked between **3:30** p.m. and **7:00** a.m.

Nothing in this Agreement shall be construed as a guarantee of forty (40) hours per week or eight (8) hours per day.

Employees shall be expected to cooperate when requested to work overtime. The Company will make a demonstrative good faith effort to give as **much** notice to employees requested to work overtime as conditions permit.

The Company may operate any department or the whole plant on a multishift basis.

Employees who are required to work on **a** second or third shift shall be paid a shift premium of forty cents (40c) per hour.

These premiums are applicable only **to** hours worked.

When an employee is required to change from

one shift to another, he shall normally be given twenty-eight (28) hours notice except in circumstances when Company requirements do not permit such notice.

For purposes of calculating pay for employees who arrive late for work, hours shall be divided into ten (10) units of six (6) minutes each.

0 to 3 minutes a no deduction

4 to 6 minutes - 1/10 of one hour deduction

7 to 12 minutes - 2/10 ths of one hour deduction and so forth.

The Union agrees that habitual lateness is a recognized reason for disciplinary action.

An employee who on instruction of the Company, is required to report for work after having left +he plant upon completion of his/her regular shift or assignment, shall receive a minimum of four (4) hours pay at his regular hourly rate.

An employee reporting for work on instruction of the Company but for whom no work is available, will be paid four (4) hours time at his regular hourly rate. This provision shall not apply when such lack of work is due to labour dispute, fire, flood, lack of heat or other causes beyond the control of the Company.

ARTICLE XIII - VACATION

SECTION A. Eligibility

All regular full-time employees on the active payroll of the Company on May 31st of the vacation earning year shall be entitled to vacation with pay as follows:

- 1. An employee who on May 31st of the Vacation earning year completes thirteen (13) or more years of Company service accumulated in accordance with Sec. C. of Article X shall receive four (4) weeks of vacation, with pay in accordance with Sed. B. of this Article.
- 2. An employee who on May 31st of the Vacation earning year completes five (5) but less than

thirteen (13) years of Company service accumulated in accordance with Sec. C. of Article X shall receive three (3) weeks of vacation, with pay in accordance with Sec. B. of this Article.

- 3. An employee who on May 31st of the Vacation earning year completes one (1) but less than five (5) years of Company service accumulated in accordance with Sec. C. of Article X shall receive two (2) weeks of vacation, with pay in accordance with Sec. B. of this Article.
- 4. Employees who have not completed a full year of Company service accumulated in accordance with Sec. C. of Article X on May 31st shall receive vacation credit as follows:
 - a. An employee shall receive vacation credit at the rate of 6.66 hours for each month of Company service accumulated in accordance with Sec. C. of Article X completed during the vacation year until such employee has, on May 31st, completed five (5) years of Company service accumulated in accordance with Sec. C. of Article X.
 - b. An employee who on May 31st completes five (5) but less than thirteen (13) years of Company service accumulated in accordance with Sec. C. of Article X shall receive ten (10) hours of vacation credit for each month of service completed during the vacation earning year.
 - c. An employee who on May 31st completes thirteen (13) full years or more of Company service accumulated in accordance with Sec.
 c. of Article X shall receive (13.33) hours of vacation credit for each month of such service completed during the vacation earning year.

SECTION B. Computation of Credit

Company agrees to pay 2% of all supplementary earnings (overtime pay and shift differential) for each week of vacation credits earned at the end of the vacation earning year on May 31st. This pay is to be reflected on the pay period following the week of May 31st.

Company agrees to pay earned vacation credit computed on the rate of 2% of base earnings for each week of vacation credits **or** forty (40) hours at the current rate whichever is the greater. The 2% of base earnings for each week of vacation credits is to be calculated **as of** May 31st and this will determine the employee's basic vacation pay. However, should an employee receive an increase **in** pay between this time and the time vacation is actually taken a new calculation will be computed to determine if his/her then current rate **of** pay is greater than that calculated on May 31st and if so he/she is to receive the vacation pay at the new rate.

Credit toward vacation with pay and/or pro rata vacation pay will be allowed for a month in which continuous active service begins on or before the 16th calendar day and for a month in which the continuous active service is interrupted on or after the 15th calendar day.

Continuous absence of thirty (30) calendar days or more for any reason will be deducted when vacation pay is calculated during the vacation year when the occupational disability occurs. Under this circumstance vacation pay will be paid on a percentage basis only, at 2% of base earnings for tach week of vacation entitlement that seniority dictates.

SECTION C. Holidays during Vacation Period

When one or more of the holidays set out in Article XVII falls within the eligible employee's vacation period he shall be granted an additional day/days of paid vacation.

SECTION D. Vacation Credit Year

The vacation credit year shall be the period from June 1st of any calendar year through May 31st of the following calendar year. All employees with more than one year of company service in accordance with Article X, Section C. must take a minimum of two weeks of their earned vacation within twelve (12) months following the vacation earning year.

ARTICLE XIV - SICK LEAVE

It is understood that the purpose of the sick leave provisions of this Article is to provide monetary compensation to employees who are entitled to such payment during periods of illness **up** to a maximum of five (5) work days, and to encourage regular attendance on the job.

SECTION A. Eligibility

Upon completion of one (1) year of continuous active service an employee will be credited with 3.33 hours of sick leave for each month of such service and for each month of continuous active service completed thereafter.

SECTION **B.** Effect on Sick Leave Credit when continuous active service is interrupted

Employees whose continuous active service is interrupted after completion of one (1) year because of layoff, retirement, extended sick leave or death, shall be entitled to receive pay for their unused sick leave credit. If continuous active service is interrupted **for** any other reason, pro rata sick leave will not be paid.

SECTION C. Computation of Credit

- Credit toward sick leave will be allowed for a month in which continuous active service begins on or before the 16th day and for a month in which the continuous active service is interrupted on or after the 15th day.
- 2. Continuous absence of thirty (30) Calendar days or more for any reason will be deducted when sick leave credit is calculated. However, absence for occupational disability will not be deducted during the sick leave credit year when the occupational disability occurs.

SECTION D. Accumulation of Sick Leave Credits

- 1. Except as provided in Section D. 2 unused sick leave up to a maximum of five (5) work days will be accumulated for all employees. When an employee has accumulated a credit in excess of five (5) work days by January 1st of any calendar year, he shall be paid an amount equal to his unused sick leave in excess of five (5) work days.
- 2. Unused sick leave up to a maximum of twenty (20) days may be accumulated by any employee if he files a written request between December 1st and December 10th of any calendar year. Such request shall not be subject to change. When such employee has accumulated sick leave credit in excess of twenty (20) work days by January 1st of any calendar year, he shall be paid an amount equal to his unused sick leave in excess of twenty (20) work days.

SECTION E. Pay for Used Sick Leave Credits

- Sick leave payment shall be computed at the employee's regular base rate of pay. Payment for a partial day's absence will be to the nearest 1/10th hour recorded for the absence.
- 2. Sick leave pay for absence due to illness shall not be in excess αf five (5) days in any one calendar year except where an employee has exercised his option under the provisions of Section D. 2.

SECTION F. Use of Sick Leave Credits

- 1. Sick leave credits are to be used only in the event of absence due to the following causes: (a) illness of employee, and (b) medical or dental appointments which can be scheduled only during the **working** hours.
- 2. In order to be entitled to sick leave pay, an employee must notify the Company on or prior to the day of absence due to illness or medical/ dental appointment. The employee, or a person

authorized to do so in his/her behalf, shall call the Switchboard for his/her plant or his/her supervisor and advise of such absence due to illness or medical/dental appointment.

3. Sick leave is not a form of vacation, and only in justifiable cases will sick leave be approved to come directly before or after vacation. For an employee to obtain approval of such paid sick leave, a written request must have been filed by the employee with the Company setting out the reasons therefor and enclosing substantiating evidence acceptable to the Company.

ARTICLE XV - BEREAVEMENT PAY

In the event of the death of the spouse (including common-law spouse **as** per Company definition, Page **3** - Benefit Booklet), child, mother or father, sister or brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents or verified reasonable substitution agreed to by the Company, of any employee covered by this Agreement, such employee shall be granted an excused absence of three (**3**) consecutive working shifts at his base rate of pay exclusive of all premiums, shift differential or overtime allowance.

Bereavement leave must be taken within the seven (7) calendar days following the death, funeral or service. An employee must attend the funeral or service to be eligible for the payment provided in this Article XV.

ARTICLE XVI - WELFARE

The Company will continue to provide the same degree of Hospital and Medical Insurance coverage so long as the cost of this coverage does not increase.

Group Insurance - Weekly Indemnity payments shall provide 60% of employee's base weekly earnings as per Article XVIII - Section A.

Prescription **Drug** Plan - A fully paid \$2.00 Deductible Prescription Plan is provided for eligible employees and their eligible dependents. Dental Plan - a Dental Plan No. 9 is provided for eligible employees and their eligible dependents.

Pension Plan - As a part of the Agreement, the Company will provide and maintain a Pension Plan under which the employees shall be required to contribute and for employees hired after September 1, 1978, participation in the Pension Plan shall be compulsory. The provisions are described in the Benefit Booklet.

All welfare items stated within this Article will take precedence over the Benefit Booklet. The Booklet should be referred to for details on any welfare plans.

ARTICLE XVII – JOINT HEALTH AND SAFETY COMMITTEE

- a. There shall be established a Joint Health and Safety Committee with three (3) members selected by the Union and three (3) members selected by the Company. The Committee will make periodic tours of the plant and make written recommendations to the Company representative for the corrections of any hazards found. The Committee shall also make written recommendation as necessary for the safe operation of any machines or equipment and methods of use of any toxic or otherwise harmful chemicals or other material. This Committee will hold regular meetings and keep minutes of all recommendations and function as provided for Committees by the Ontario Health and Safety Act.
- b. One of the committee members selected by the Union shall be designated as a Health and Safety Representative who shall function as provided in The Act.
- c. The Joint Health and Safety Committee shall be informed of the results of any testing or monitoring of hazardous conditions of materials as deemed necessary by the Committee. All testing shall be done in conformance with

the Department of Labour (Safety Sec. 10) or persons suggested by them.

d. Any question arising that is not covered in this Article will be resolved by reference to The Ontario Health and Safety Act **1978.**

ARTICLE XVIII - STATUTORY HOLIDAYS 1983 HOLIDAYS DATE OF OBSERVANCE

Good Friday Friday, April 1, 1983
Victoria Day Monday, May 23, 1983
Dominion Day Friday, July 1, 1983
Civic Holiday Monday, August 1, 1983
Labour Day Monday, September 5, 1983
Thanksgiving Day Monday, October 10, 1983
Remembrance Day Friday, November 11, 1983
*Christmas Day Monday, December 26, 1983
*Boxing Day Tuesday, December 27, 1983
Christmas Holiday Wednesday, December 28, 1983
Christmas Holiday Thursday, December 29, 1983
Christmas Holiday, Friday, December 30, 1983
*New Year's Day Monday, January 2, 1984
*Christmas Day - observed on Monday, December
26, 1983 in lieu of Sunday, De-
cember 25, 1983
*Boxing Day - observed on Tuesday December 27

- Boxing Day observed on Tuesday, December 27, 1983 in lieu of Monday, December 26, 1983
- *New Year's Day observed on Monday, January 2, 1984, in lieu of Sunday, Jan. uary 1, 1984

1984 HOLIDAYS DATE OF OBSERVANCE

Good Friday Friday, April 20, 1984 Victoria Day Monday, May 21, 1984 Dominion Day Monday, July 2, 1984 Civic Holiday Monday, August 6, 1984 Labour Day Monday, September 3, 1984 Thanksgiving Day Monday, October 15, 1984 *Christmas Holiday Monday, December 24, 1984 Christmas Day Tuesday, December 25, 1984 Boxing Day Wednesday, December 26, 1984 Christmas Holiday ... Thursday, December 27, 1984 Christmas Holiday Friday, December 28, 1984 Christmas Holiday Monday, December 31, 1984 New Year's Day Tuesday, January 1, 1985 'Christmas Holiday - observed on Monday, December 24, 1984 in lieu of Remembrance Day, November 11, 1984

Any employee who does not work his **full** regular shift on the work day preceding the paid holiday and the work day immediately following the paid holiday shall not be entitled to payment for the holiday unless such failure is due too:

- 1. Injury incurred at work on one of the two working days preceding the holiday.
- Certified illness of not more than two weeks duration, including the working day preceding or following the holiday.
- 3. Death in the family in accordance with Article XV Bereavement during the five calendar address ending on the first working day following the holiday.
- 4. Jury Duty.

5. Lateness up to a period of one hour.

A bargaining unit employee who is required to work on any of the above referred to holidays will be paid at the rate of double time for hours worked, in addition to the day's holiday pay.

If the holiday is observed on some day other than the declared statutory holiday, then the work done on the statutory holiday will not be subject to overtime pay but work done on the assigned holiday will be subject to overtime pay.

When two or more types of overtime **or pre**mium compensation are applicable to the same hours of work only the high rate of compensation shall be paid. In no case shall overtime or premium compensation be duplicated or pyramided.

ARTICLE XIX - RATES OF PAY

SECTION A. Established Rates

Labour Grades and Rates covering hourly rated job classifications included in the Bargaining Unit are as follows:

	Old Rate	Base Rate	Base Rate
Labour	Effective	Effective	Effective
Grade	03-06-83	03-07-83	03-07-84
1.	\$7.24	\$9.24	\$9.70
2.	7.45	9.46	9.93
3.	7.64	9.67	10.15
4.	7.84	9.88	10.37
5.	8.02	10.07	10.57
6.	8.20	10.26	10.77
7.	8.40	10.48	11.00
8.	8.60	10.69	11.23
9.	8.80	10.91	11.46
10.	9.00	11.12	11.68
11.	9.20	11.33	11.90
12.	9.43	11.58	12.16
13.	9.63	11.79	12.38

SECTION B. Rate Changes

- **1.** A classified employee who is promoted from one job classification to another of a higher labour grade, shall receive the rate of the new job classification. A classified employee who is moved from a job classification to a lower job classification will receive the rate of the lower job classification.
- 2. Changes affecting an employee's base hourly rate will be effective on a Monday. When it becomes necessary to change an employee's status during the week, any rate change resulting from such action will be effective the following Monday.
- 3. Learners will progress to the job rate by **auto**matic increases of seven cents (7c) per hour every thirteen weeks.

- 4. Lead Hand differential fifteen cents (15c) per hour over the top rate supervised.
- 5. Charge Hand differential ten cents (10c) per hour over Lead Hand differential.

SECTION C. Jury Duty.

When an employee is summoned to serve jury duty on a regularly scheduled working day, he shall receive eight (8) hours pay at his base rate less any jury duty fees he receives. Proof of such service satisfactory to the Company must be **pro**duced before this Section shall apply.

ARTICLE XX - MISCELLANEOUS

Nothing in this Agreement shall in any way limit the Company in the enforcement of its legal rights under Provincial or Federal Law or shall affect the Company's obligation to comply with the laws, regulations, or directives of the Provincial or Federal Governments.

In the event that any provision of this Agreement shall be held to be invalid under Provincial or Federal Law, the validity of its remaining provisions shall not be impaired.

ARTICLE XXI – DURATION

Notwithstanding the clause entitled Agreement. this Agreement shall become effective as of the beginning of March 7, 1983 (which date is the "effective date of this Agreement" and the "date of execution", as these terms are used in the Agreement) and shall remain in full force and effect until the close of March 6, 1985 and shall be automatically renewed for consecutive periods of one year thereafter unless either party shall notify the other in writing, at least sixty (60) days but not more than ninety (90) days prior to the 6th of March of any calendar year, beginning with 1985 of its desire to terminate the Agreement, in which event this Agreement shall terminate at the close of such 6th March 1985 unless renewed or extended by mutual written agreement. In the case of such notice the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

Signed this 8th day of March 1983 at Arnprior, Canada.

ARNPRIOR DIVISION OF BOEING OF CANADA LTD.

G. A. MONTGOMERY GENERAL MANAGER

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE **WORKERS** C.L.C.-A.F.L.-C.I.O. and LOCAL LODGE No. 1542

P. G. SAGRIFF GRAND LODGE REPRESENTATIVE

D. R. IRWIN Chairman, Union Negotiating Committee

J, A. McCUAIG Union Negotiating Committee

M. D. DENAULT Union Negotiating Committee

APPENDIX "A"

CLASSIFICATION	Labour Grade	March 1983	7 March 1984	7
Occupational Group 1 Modification Mechanic				
Journeyman A Modification Mechanic	13	\$11.79	\$12.38	
Journeyman B Modification Mechanic	11	11.33	11.90	
Journeyman Aircraft Mechanic A		$11.12 \\ 10.91$	11.68 11.46	
Aircraft Mechanic B	-	10.51	11.40	
Aircraft Mechanic C		10.26	10.77	
Aircraft Mechanic Learner	2	9.46	9.93	
Occupational Group 2				
Sheetmetal Journeyman A		11.79	12.38	
Sheetmetal Journeyman B	11	11.33	11.90	
Sheetmetal Modification .		11.12	11.68	
Sheetmetal A		10.91	11.46	
Sheetmetal B		10.69	11.23	
Sheetmetal C		10.26	10.77	
Sheetmetal Learner	2	9.46	9.93	
Occupational Group 3 Electrical/Electronics				
Journeyman Electrical/Electronics	13	11.79	12.38	
Technician A Electrical/Electronics	12	11.58	12.16	
Technician B Electrical/Electronics	10	11.12	11.68	
Technician C	8	10.69	11.23	
Electrician	6	10.05	10.77	
Electrical Bench		10.20	10.11	
Assembler A	4	9.88	10.37	
Electrical Bench Assembler B	2	9.46	9.93	
Occupational Group 4		v.10	v.00	
Tool Maker Journeyman	13	11.79	12.38	

APPENDIX "A" (Cont'd)

CLASSIFICATION Machinist General Machine Operator Machine Operator Learner Deburrer	Grade 10 7 3 2	March 1983 11.12 10.48 9.67 9.46	7 March 7 1984 11.68 11.00 10.15 9.93
Occupational Group 5 Grinder - Journeyman A Grinder - Journeyman B Grinder A Grinder B Grinder C	11 10 9	11.79 11.33 11.12 10.91 10.48	12.38 11.90 11.68 11.46 11.00
Occupational Group 6 Painter A Painter B Painter C Painter-Learner Occupational Group 7 Heat Treat A Heat Treat B	7 5 2	10.91 10.48 10.07 9.46 10.91 10.48	11.46 11.00 10.57 9.93 11.46 11.00
Occupational Group 8 Processor A Processor B		10.91 10.48	11.46 11.00
Occupational Group 9 Carpenter Carpenter-Shipper Occupational Group 10		10.91 10.91	11.46 11.46
Production Control Dispatcher A Dispatcher B Expediter A Expediter B Material/Handler Cutter A Material/Handler Cutter B	8 6 4 6	10.91 10.69 10.26 9.88 10.26 9.88	11.46 11.23 10.77 10.37 10.77 10.37

APPENDIX "A" (Cont'd)

CLASSIFICATION Grade		7 Marcn 7 1984
	2000	
Occupational Group 11 Storekeeper A 9 Storekeeper B 8 Stock Clerk A 6 Stock Clerk B 4	$10.91 \\ 10.69 \\ 10.26 \\ 9.88$	11.46 11.23 10.77 10.37
	9.00	10.51
Occupational Group 12 Shipping and Receiving Clerk A 7 Shipping and Receiving	10.48	11.00
Clerk B 4	9.88	10.37
Occupational Group 13 Truck Driver Mechanic 7 Truck Driver 6 Station Wagon Driver 4	10.48 10.26 9.88	11.00 10.77 10.37
Occupational Group 14 Welder Certified 13 Welder Combination A 9 Welder Combination B 8	11.79 10.91 10.69	12.33 11.46 11.23
Occupational Group 15 Maintenance Mechanic A 10 Maintenance Mechanic B 8	11.12 10.69	11.68 11.23
Machine Maintenance Special 13 Maintenance/Electrical	11.79	12.38
Electronics A 13 Maintenance/Electrical	11.79	12.38
Electronics B	10.69	11.23
Utility 4 Night Watchman 1	9.88 9.24	10.37 9.70
Occupational Group 16 Tool Inspector Journeyman . 13 Tool Inspector A 12 Tool Inspector B 11	11.79 11.58 11.33	12.39 12.16 11.90

APPENDIX "A" (Cont'd)

	Labour	March 7	March 7
CLASSIFICATION	Grade	1983	1984
Tool Inspector C	10	11.12	11.68
Inspector Detail A	9	10.91	11.46
Inspector Shipping and			
Receiving	9	10.91	11.46
Inspector Detail B	7	10.48	11.00
Occupational Group 17			
Inspector Journeyman	13	11.79	12.38
Inspector Mechanical			
Aircraft A	11	11.33	11.90
Inspector Mechanical Aircraft B	8	10.00	11 00
	0	10.69	11.23
Occupational Group 18 Inspector Electrical/			
Electronic Journeyman	12	11.79	12.38
Inspector Electrical/	10	11.19	12.00
Electronic A	12	11.58	12.16
Inspector Electrical/		11.00	12.10
Electronic B	10	11.12	11.68
Electrical Bench			
Inspector A	4	9.88	10.37
Electrical Bench	-		
Inspector B	2	9.46	9.93
Occupational Group 19			
Inspector Mx Penetrant	-		
Faint Process A	9	10.91	11.46
Inspector Mx Penetrant	-	10.40	
Paint Process B		10.48	11.00
Inspector Calibration Cert and Chemical A	anication 6	10.91	11.46
Inspector Calibration Cert		10.91	11.46
and Chemical B		10.48	11.00
		10.10	11.00
Occupational Group 20 Inventory Control A	9	10.91	11.46
Inventory Control B	8	10.91	11.40 11.23
Inventory Control C		10.26	10.77
······································			

LETTER OF UNDERSTANDING

RELATED TO REGISTRATION OF

AVAILABILITY FOR RECALL

The wording of Article X, Section D, 1(e) is changed to read the following:

e. Failure to register with the Employment Unit of Company on forms provided by the Company during each of the following intervals of time during a layoff period, signifying his/her availability for recall.

Interval Periods:

- (1) The \$1 days commencing May 1 and ending on May 31.
- (2) The 80 days commencing November 1 and ending on November 30.

A copy of each registration will be transmitted to the Union by the Company.

FOR THE UNION

FOR THE COMPANY