CONVENTION COLLECTIVE AGREEMENT

entre I between

ROLLS-ROYCE: CANADA LIMITÉE

et / and

SECTION LOCALE 869/ LOCAL LODGE 869

DE /OF THE

L'ASSOCIATION INTERNATIONALE DES MACHINISTES ET DES TRAVAILLEURS DE L'AÉROSPATIALE

DISTRICT 11

INTERNATIONAL **ASSOCIATION** OF MACHINISTS AND AEROSPACE **WORKERS 01897 (09)**

1999 - 2002

TABLE OF: CONTENTS

CLAUS	SE		PAGE
1.00	PARTIES	TO THE AGREEMENT .,.,	2
2.00	RECOGNI	TION	. 2
3.00	3.01 D	CRIMINATION iscrimination, Union membership, ropaganda	
4.00	MANAGE	MENT PREROGATIVES	4
5.00	5.01 V 5.02 V 5.02.1 R 5.02.2 N 5.02.3 E 5.02.4 C 5.02.5 L 5.03 V 5.04 S 5.05 T 5.06 D 5.07 T 5.06 D 5.07 T 5.08 O 5.08.1 C 5.09 U 5.10 R 5.11 C 5.12 P 5.13 M	HOURS AND OVERTIME Vorking Hours Vorking Week egistration of Time otification - Unable to Work xceeding Hours Coverage Schedule between work shifts ead Hand Shift Coverage Vorking hours - Stationary Engineman traight Time Time and one half Time Time and one half Time Time Tiple Time Time Time Time Time Time Time Time	8 8 10 10 10 10 12 12 12 12 14 14
	5.14.1 G	llocation of overtime General Rules pecial Agreement	16 16 16

ii.

5.15 Rules of Distribution	16
5.15.1 Availability form	16
5.15.2 Ranking Principle	18
5.15.3 Alternate List	18
5.16.1 Registration Method	18
5.16.2 Mobile Repair Party (MRP)	20
5.16.3 Registration of Hours during Week-end	20
5.16.4 Call-In (CALL)	20
5.16.4 Call-In (CALL) 5.16.5 Calculation of Hours - Time and One Half	20
5.16.6 Calculation of Hours - Double or Triple Time	20
5.17 Overtime Availability form	22
5.17.1 Posting Time	22
5.17.2 Removal of Posting (Week)	22
5.17.3 Removal of Posting (Week-end)	22
5.17.4 Posting Time [Monday]	22
5.17.5 Signature	24
5.17.6 Unable to Post	24
5.18 Confirmation and Withdrawal	24
5.18.1 Confirmation Time	24
5.18.2 Withdra wal During the Week	24
5.18.3 Withdrawal During the Week-end	24
5.19 Assistance of transportation	24
5.20 Flexible Time Bank	24
5.20.1 Accumulation of Time	24
5.20.2 Utilization of Bank Time	26
5.21 Emergency Shut-Down	26
5.22 Shift Rotation	.26
5.22. 1 General Rules	.26
5.22.2 Exemptions	.28
5.23 Shift Premium	30
5.24 Agreement by Parties	30
5.25 Emergency shift	30
5.25.1 Posted-Another Shift	32
5.25.2 Re-posted - Regular Shift	32
5.25.3 Payment	32
5.25.4 Minimum Four (4) Hours	32
5.26 Mobile Repair Party	34
5.26. 1 Per diem	34
5.2 6.2 Car	34
5.26.3 Notice	34 36
5.26.4 idle day	30

iv.

5.26.5 Option - expenses	36
5.26.6 Day off	36
5.26.7 Outer wear	36
5.26.8 MRP Team	36
5. 26.8.1 Qualification	38
5.26.8.2 Posting	38
5. 26.8.3 Terms	38
5.26.8.4 Training	40
5.26.8.5 Rotation System	40
5.27 Training parties	40
5.28 Issuance of Exit passes	40

6.00 STATUTORY HOLIDAYS

JIMIO		
6.01	Statutory Holidays	42
6.02	Christmas and New Year plant shut-down	42
6.03	Statutory holiday on a Saturday or Sunday	- 44
6.04	Obligatory shifts	46
6.05	Condition of absence	- 46
6.06	W.C weekly indemnity	46
6.07	Long term disability	46

7.00 CIVIC DUTIES

7.01	Witness or jury*	46
7.02	Citizenship	46

8.00 BEREAVEMENT LEAVE

8.01	Bereavement	- 48
8.01.1	Five (5) days / Three (3) days	48
8.01.2	One (1) day	48

9.00 LEAVE OF ABSENCEWITHOUT PAY A ND LEAVE WITH DEFFRED

FAI		
9.01	Leave of Absence	48
9.02	Family Leave	48
9.03	Leave with deferred pay	52
9.03.1	Goal	52
9.03.2	Eligibility	54
9.03.3	Program	54
9.03.4	Conditions	54
9.03.5	Lay Off	56
9.03.6	Withdrawal fron the Program	56
9.03.7	Administration fees	56
9.03.8	Government Programs	56
9.03.9	Union dues	56
9.03.10	Committee	56
9.04	Military Duty	58

vi.

10.00 VA CATION INDEMNITY

10.01	Vacations Chart	58
10.02	Less than one (1) year service	62
10.03	Company Vacation Plan	62
10.04	List of employees	62
10.05	Limited Dale	62
10.06	Allocation of Vacation	62
10.07	Posting of Vacation	64
10.08	Change of Vacation	64
10.08.1	Cancellation for Medical reason	64
10.09	La y-off - Dismissal . Insurance	66
10.10	Statutory Holiday	66

11.00 CLASSIFICATION AND WAGES

11.01	Classification	68
11.02	Starting rata	68
11.02.1	Pay-Direct deposit	68
11.03	Disagreement	68
11.04	Grade	68
11.05	Progression Within Classification	68
11.05.1	Eligibility	70
11.05.2	Exclusion	70
11.05.3	Qualification	70
11.05.4	Guideline foe External recruitment	72
11.06	Posting	74
11.07	Lead Hand	76
11.08	Posting . Job Not Classified	80
11.09	Qualification - Master Electrician	80
11.10	Qualification - Chief Stationary Engineman	80
11.11	Premium Qualification	80

12.00 REDUCTION OF WAGES	80
--------------------------	----

13.00 NOTICE BOARD'S	80

14.00 UNION BUSINESS

	03/14E33	
14.01	Leave of absence without pay	82
14.02	Negotiation Committee	82
14.03	Additional time off, without pay	82

14.04	Notice	82
14.05	Union Representatves	82
14.06	Representatives Names	84
14.07	Procedure Discussion	84
14.08	Time – Union Business	84
14.08.1	Union Office	- 84
14.08.2	Visit to Another Departemen t	-84
14.08.3	Authoriza tion – Additional Time	84
14.09	Reduction of Employees	86
14.10	Shop Steward Meeting	86
14.11	Company's Offer/ Special Assembly	86

15.00 TEMPORARY PROMOTIONS AND EMPLOYMENT

15.01	Temporary Promotions	86
15.01.1	Employees Transferred between department or see	ction
		88
15.02	Temporary Employment	<i>88</i>
	Maximum Duration	90
15.02.2	Probation	90
15.02.3	Notice to the Union	90
15.02.4	Lay-off	90
	Terms	90

16.00 DISPUTES AND GRIEVANCES PROCEDURE

16.01	Strikes -Lockouts	- 92
16.02	List of Representatives	92
16.03	Dispute	- 92
16.04	Grievance Definition	- 92
16.05	Grievance Procedure	92
16.06	Arbitrator Selection	- 90
16.07	Arbitrator's Jurisdiction	- 90

17.00 SENIORITY, LA Y-OFF AND RECALL

17.01	Seniority	96
17.02	Union Representatives	- 98
17.03	Union business have	98
17.04	Seniority suspended	98
17.04.1	Seniority los t	- 98
17.05	Lead Hands - Grade "A"	100
17.06	Restored Seniority	100

CLAUSE

17.07 Accrued Seniority	100
17.08 La y-off	100
17.09 Plan t Seniority	100
17.10 Ability . Special Training	102
17.11 La y-off procedure	102
17.12 Probation	102
17.13 Bumping Rights	104
17.14 Emergency	104
17.15 Sub-Contracts	104
17.16 Technological Changes	104
17.16. 1 Definition	106
17.17 Recallprocedure	106
17.18 Telephone and Courrier	108
17.19 Posted Job Opening	108
17.20 Right of Recall	108
17.21 Recall Refusal	108
17.22 Probation . right	108

18.00 DISCHARGE AND SUSPENSION

18.01	Delay	110
	Warning and Suspension Letter	110
18.03	Discharge and Suspension	112
18.04	Reinstatement	112

19.00 UNION SECURITY

19.01 Deduction by the Companya	114
19.02 Condition of Employment	114
19.03 Deduction Remittance	114
19.04 Promotion - Transfer	1 14
19.05 Promotion, Transfer to Another Bargaining Unit	116
19.06 Action at Law	116

20.00 PRIVILEGES

υ	PRIVILE	IGES	
	20.0 7	Grace	116
	20.02	Privileges after signa ture	116
		Economic situation of the Company . security	
	20.04	Discussions	118

xii.

21.00 EMPL OYEE BENEFITS

21.01	Payment of premiums	1 18
21.02	Discussions	118
21.03	Benefits outlined by underwriter's policy	118
21.04	Reduced contribution - legislation	118
	Group Life insurance	120
21.05	Eligibility	120
21.06	Amount of insurance	120
21.07	Coverage revised amounts	120
	Health, L.T.D., Accident, den ta! and weekly indemnit	v
	insurance	120
21.08	Modification	120
21.09	Eligibility . benefits	120
21.10	Coverage revised amounts	122
21.11	Eligibility - Den tat Plan	122
21.12	Death	122
21.13	Vision Care	124
21.14	Long term disability (L, T. D)	124
	1 Mandatory participation	124

22.00 WEEKLY INDEMNITYAND PAID PERSONNAL LEAVE

22.01	Weekly indemnity	124
22.02	&id personal leave	126
22.03	Medical examination	128
22.04	Exclusion	128
	Permanent Medical Restriction	128

23.00 PENSION PLAN

23.01	Modification and/or #amendment	130
23.02	Bridge benefit	130
23.03	Employees Pension	130
	Penalty's early retirement	130

xiv.

.

24.00 HEALTH AND SAFETY	
24.01 Health and Safety Committee	132
24.02 CSST payment	132
24.03 Time Allocated to Prevention	132
24.04 Preven lion Representative	132
25.00 INTERPRETA TION	
25.0 1 Languages	134
	104
26.00 JOINT COMMITTEE	134
27.00 DURATION OF AGREEMEN	
27.01 Dates	134
27.02 Renewal of agreement	136
27.03 Continuation of terms and conditions	136

xvi.

DESCRIPTION OF LABOUR CLASSIFICATIONS

Introductio	on	140
Legend		140
Definition	Journeyman	142
<u> </u>	Lead Hand	142
	Machinist Grade "A "	142
	Machinist Grade "B"	144
	Sheet Metal Worker Grade "A"	144
	Sheet Metal Worker Grade "B"	144
	Fitter Grade "A [™]	144
	Fitter Grade "B"	144
	Welder Grade "A"	146
	Welder Grade "B"	146
	Polisher Grade "A"	146
	Polisher Grade "B"	146
	Tester Grade "A"	146
	Tester Grade "B"	148
	Pressure Tester	148
	Inspector Grade "A"	148
	Inspector Grade "B"	148
	Inspector Grade "C"	150
	Inspector Grade "C" N.D.T. Inspector Grade "A"	150
	N.D. T. Inspector Grade "R"	150
	N.D.T. Inspector Grade "B" N.D.T. Inspector Grade "C"	152
	Plater - Processor	152
	Processor Grade "A"	152
	Processor Grade "B"	154
	Spray Painter Grade "A"	154
	Spray Painter Grade "A" Spray Painter Grade "B"	154
	Spray Painter Grade "C"	154
	Heat Treater Grade "A"	154
	Heat Treater Grade "B"	156
	Electronic Technician Grade "A	156
	Electronic Technician Grade "B"	156
	General Instrumen t Mechanic Grade "A	156
	General Instrument Mechanic Grade "B"	156
	Electrical Accessory Special&t Grade "A"	156
	Electrical Accessory Specialist Grade "B"	158
	Stationary Engineman	158
	Storekeeper Jig and Tool Stores Grade "A "	158
	Storekeeper Jig and Tool Stores Grade "B"	158
	Storenceper sig and roor Stores Grade B	100

XVIII:

DESCRIPTION OF LABOUR CLASSIFICATIONS (cont'd)

Definition Grounds Kooper	158
Definition Grounds Keeper Carpenter Grade "A "	160
Carpenter Grade "P"	160
Carpenter Grade "B"	
Electrician Grade "A"	160
Plumber - Steam Fitter Grade "A"	160
Plumber - Steam Fitter Grade "B"	160
Plumber Grade "A"	160
Millwright Grade "A "	162
Millwright Grade "B"	162
Fabrica ted Steel Worker Grade "A"	162
Fabricated Steel Worker Grade "B"	162
Painter Grade "A "	162
Painter Grade "8"	162
Automotive Mechanic Grade "A"	164
Automotive Mechanic Grade "B"	164
Kiting Storeman	164
Storeman Grade "A"	164
Storeman Grade "B"	166
Storeman Grade "C"	166
Fibre Glass Worker	166
Driver	166
Oiler	166
Labourer	166
Learner	168
Progress Con troller "A"	168
Progress Con troller "B"	170
Thermal Spray Worker Grade "A	170
Thermal Spray Worker Grade "B"	170
Thermal Spray Worker Grade "C"	170
Trainee Student	170
	110

XX.

APPENDIX "B"

LETTERS OF AGREEMENT

1.	Learners and instructors	4
2 .	Stationary Engineman shift arrangements	8
З.	Vacation pay indemnity on the A. P. basis (Clause 10.00 annualvacation)	0
4.	Bristol Merger ,,	2
5.	Alcoholism and other drugs addiction, ,	6
6.	Progressive Retirement	6
7.	Pension Plan	6

xxii.

APPENDIX "C"

WA GE RATE

Wage rate from April 4, 1939 to April I, 2000	207
Wage rate from April 2, 2000 to March 31, 2001	207
Wage rate from April I, 2001 to March 30, 2002	207

JOBS OF GROUPS

Jobs of Group I	208
Jobs of Group //	209
Jobs of Group ///	210
Jobs of Group IIIA	210
Jobs of Group IV	211
Jobs of Group V	211
Jobs of Group VI	211

xxiv,

- 1.00 PARTIES; TO THE AGREEMENT
- 1.01 ROLLS-ROYCE CANADA LIMITED of the first pert, hereinafter called the "Company ";

and

LODGE 869 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, District 11, of the second part, hereinafter called the "Union".

- 2.00 RECOGNITION
- 2.01 The Company acknowledges that Lodge 869 of the International Association of Machinists and Aerospace Workers has been certified by a Certificate of Recognition issued by the Labour Commissioner General Office as the sole bargaining agent for :

«all employees except persons employed as managers, superintendents, immediate supervisors, office employees, also the persons automatically excluded by the provisions of the Labour Code of the Province of Quebec» in the employ of Rolls-Royce Canada Limited, at the follo wing locations: Main Plant, 9500 Côte-de-Liesse road, Lachine; facilities at 2100 Courval, Lachine, for collective bargaining purposes in conformity with the provisions of the Labour Code of the Province of Quebec.

The term "Company" as used in this article shall comprise the existing plant locations and in the event that during the term of this agreement, the Company transfers one or more of its present operations to a new location, within the Province of Quebec, the present agreement shall be extended to cover employees engaged in such operations.

3.00 NON-DISCRIMINATION

3.01 Discrimination, Union membership

The Company and the Union recognize that no Rolls-Royce employee should suffer from any discrimination or intimidation because of their participation or non-participation in ail union activities. The Company and the Union also agree that all Rolls-Royce employees should not suffer from any form of discrimination or harassment due to their race, color, ethnic origin, citizenship, beliefs, sexual orientation, age, civil status, family status or handicap as set forth in the Charter of Human Rights and Freedoms and all legislation in force. The Company and the Union recognize their joint duty to promote a work place exempt of all form of discrimination or harassment.

3.02 Propaganda

The Union end its members shall refrain from the use of propaganda of a nature which attacks the character or reputation of the Company, its officiers or supervisory personnel.

The Company, its officers or supervisory personnel, shall refrain from the use of propaganda of a nature which attacks the character or reputation of the Union or its officers and members.

In these respects, it is recognized that the Union and the Company, as bodies, shall not be held responsible for the actions of individua femployees.

4.00 MANAGEMENT PREROGATIVES

- **4.01** The Parties agree that it is the exclusive right of the Company to determine its policies and to direct the enterprise, and that the Company retains all functions not specifically curtailed by this agreement. The Parties further agree that the Management of the Company shall retain its right to perform the following functions:
 - establish or modify production programmes or standards, avail itself of and utilize technological developments. The Company agrees that it must exercise the foregoing prerogatives in strict accordance with its obligations under this Agreement.

The parties also agree that the management of the Company retains its right to employ, promote, lay-off and *classify* to meet its production requirement. Management also have the right to transfer. demote, discipline or discharge for just and sufficient proven cause to any employee.

The Company agrees that the Union or its members have the right to grieve against any alleged injustice arising from the exercise of the prerogatives outlined in the present clause.

5.00 WORKING HOURS AND OVERTIME

5.01 Working hours

This clause defines the hours of work and provides the basis for the calculation of overtime for all hourly rated employees covered by this agreement, but shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. There shell be no alteration of working hours schedules except by agreement with the Union.

With the exception of the provisions of Clauses 5.2 1 and 17.15, there shell be no alteration of the following working hours schedules other than by agreement with the Union.

5.02 The working week will normally be of five (5) days, Monday to Friday inclusive as follows:

Day shift -	 start between 07:00 to 07:30 end between 15:30 to 16:00 thirty (30) minutes lunch break unpaid.
Evening shift	 start between 15:30 to 16:00 end between 23:30 to 00:00 thirty (30) minutes lunch break paid.
Night shift	 start between 23:30 to 00:00 end between 07:00 to 07:30 thirty (30) minutes lunch break paid. Paid for eight (8) hours.

The finishing time must correspond to the time striped-in and in accordance with the total hours to be worked.

The thirty (30) minutes duration of the lunch break shall include travel time from work station to cafeteria and back to work station.

5.02.1 Registration of time

- All employees must stripe-in and out at the data collection point closest to their regular section of work,
- An employee will be considered at work after having stripedin.
- Employees using cafeteria services are required to stripe-in after leaving the cafeteria.
- Employees who have striped-in after their start time will be considered as being late.
- Infraction to the above could result in loss of pay and persistent lateness will be subject to disciplinary measures.

5.02.2. Notification - Unable to work

When an employee is unable to report for work on his regular shift, he will have to leave a message on the voice mail of his immediate supervisor before 08h30 of the day shift, 16h00 for the evening-shift and 24h00 for the night shift.

5.02.3 Exceeding hours

Any hour of work in excess of the regular shift will be remunerated only with management's approval.

5.02.4 Coverage schedule between work shifts

Due to the nature of the work (production and customer requirements) in some departments, sections, functions or specific jobs, some employees may be required to come in to ensure continuous coverage. Advance notice will be given to Shop Steward and employees who will have to arrange coverage.

If there is no agreement amongst employees to ensure continuous coverage, Management will schedule the coverage based on reverse order of seniority. The Shop Steward will be informed.

5.02.5 Leadhand Shift Coverage

In order to ensure efficient shift changeover and start of each shift, the Leadhands may be required by their immediate supervisor to provide a maximum of 30-minute shift overlap coverage. This 30-minute will be paid at regular rate or can be accumulated in a flexible time bank. These hours will not he booked on the overtime ranking sheets.

5.03 Working hours - Stationary Enginemen Stationary Enginemen (Labour group code 42/-/1) shall work twelve (1.2) hours per shift inclusive of a paid lunch break due to the necessity to maintain a continual operation of this type of work.

Working hours for this classification shall be as follows:

Day shift:	07:00 to 19:00
Evening shift:	19:00 to 07:00

Shift and overtime premiums arrangements will be in accordance with Letter of Agreement No. 8 which is contained in Appendix "B" of the present collective agreement.

- 5.04 Straight time An employee requested to work forty (40) minutes or less after the end of a regular shift shall be paid one (1) hour at straight time.
- 5.05 Time and one half *Overtime shall apply at time and one half (1 ½) in the following cases:*
 - for all hour:; worked in excess of eight (8) hours and up to eleven and one-half (111/2) hours on any shift;
 - for all hours worked on a Saturday up to eight (8) hours.

5.06 Double time

Overtime shall apply at double time (2) in the following cases:

- for all hours worked in excess of eleven and one-half (11½) hours on any shift;
- for all hours worked in excess of eight (8) hours on a Saturday;
- for all hours worked on a Sunday and a statutory holiday up to eight (8) hours.

5.07 Triple time

Overtime shall apply at triple time (3) for all hours worked in excess of eight (8) hours on a Sunday and a statutory holiday.

5.08 On call/ Minimum pay

An employee called in to work at any but his regular shift or on overtime, and having already left the factory, shall be paid for hours worked at applicable overtime rates or straight time for four (4) hours, whichever is the greater The employee must be available for a period of one hour in order to be able to perform any other task that may occur in the classification within the hour of work. However, the employee will not have to stay at work more than one hour if the work he was called to do takes less time. In addition, he shall be paid one (1) additional hour at time and one half (1½) Io compensate for time spent travelling to and from the plant, if he had not been notified the previous day.

5.08.1 Compensation

If an employee comes to work on overtime and is returned home because there is no work available, he will be remunerated a minimum of four (4) hours al applicable rate.

5.09 Union monthly meeting

Except by mutual agreement with the departmental Manager and the Shop Committee, overtime will not be requested for the same time as a Union monthly or general meeting.

Any employee working on the 2nd shift and wishing to attend the monthly general meeting, must advise his immediate supervisor before the general meeting. He must also inform him at the same time if he wishes to complete his shift at the end of his regular working hours (maximum 2 hours). In order to register his time, he must clock-in in his department after the general meeting.

5.10 Refusal

An employee shall have the right to refuse overtime, and such refusal shall be recorded if the employee would have been called according to the ranking.

However, if the employees who are conversant with the job requirements on the assigned or alternate ranking list all refuse to work the overtime requirements, the immediate supervisor shalt have the right to assign the overtime work in reverse order of seniority to the employees who the immediate supervisor considers to be conversant with the job requirement on the assigned or alternate ranking, by reverse order of seniority by shift, up to eight (8) hours of work per two (2) weeks for each employee. Should such a situation involve a loss of money, the Company will reimburse the employee upon presentation of supporting documents.

However, the overtime done before the normal work shift will not be considered as such and may not result in double recording. Consequently, an employee cannot be forced to work overtime before the beginning of his shift.

5.11 Overtime - lateness or absence

An employee unable to report for overtime work on a day off will leave a message on voice mail of the supervisor on duty. The employee will notify the Company within a maximum delay of one hour after the agreed starting time. Any infraction to this requirement may result in disciplinary measures. In addition, the confirmed overtime hours will be recorded in double for all employees absent on overtime. In such a case, the Company will not be responsible to replace the employee (call-in).

When an employee is late or /eaves early during overtime, he will see his ranking adjusted by double booking all the hours of overtime confirmed but not completed. This rule does not apply to overtime before regular working hours.

5.12 Probation

An employee on probation will not be requested to work overtime unless all the other employees on the assigned and alternate overtime listings have been asked first.

However, the employee will keep his right in his former grade, providing that the progression is within the same classification and department.

On completion of probation, an employee will be credited with the average overtime hours of his assigned overtime ranking list or his actual overtime hours, whichever is the greater.

5.13 Meal allowances and breaks period

There will be two break periods of ten (10) minutes each without salary lost for all employees: one in each half-period of work for all shifts.

A pay break of twenty (20) minutes shall be allowed to all employees who must work more than two (2) hours of overtime after their regular shift. This period will be taken after eight (8) hours of work. Furthermore, an additional break period will be allowed after 3½ hours and after 5½ hours of overtime. Furthermore, the employee will receive a lunch chit equivalent to the sum given below in order to pay the meal cost if an employee does, at least six (6) hours of overtime.

If the overtime is worked before the regular shift, the immediate supervisor will plan the twenty- (20) minute's period in the first hour of the regular shift.

Any employee not notified of overtime during his previous shift shall be provided with a lunch chit when the overtime called for is to exceed one (1) hour. The amount of the chit will be 5,00\$ for the first, second year of the collective agreement and will be 5,50 \$ for the third year of the collective agreement.

- 5.14 Allocation of Overtime
- 5.14.1 General Rules
 - The Company accepts to distribute fairly the overtime by classification within each departmen t.

The allocation of overtime will be reviewed with the Shop Steward every time overtime is requested. He shall then sign the overtime availability form to confirm that the overtime was distributed in a fair manner by classification within each department.

In the event that a genuine mistake has occurred, the person in charge of the department and the Shop Steward must agree on the mechanisms to rectify the situation. In the event that the Shop Steward would not have approved the allocation of overtime and that a potential mistake has occurred, the Union can invoke the grievance procedure. If the grievance is accepted, the Company will compensate the employee at the recognized rate of overtime and register the hours accordingly. If more than one employee has been bypassed and ranking is equal, then the seniority rule will determine which employee will be remunerated. Article 5.08 is applied for overtime done on call-h.

5.14.2 Special Agreement

Due to the highly specialized work performed in certain departments, an agreement may be arranged with the Shop Committee so that the above guidelines may be more restricted, i.e. restricted to persons working in the same facility.

- 5.15 Rules of Distribution
- 5.15.1 Availability Form

When overtime is required, an overtime-assigned availability list by ranking and shift is posted in the affected department. This list will specify when the overtime is required, the work to be accomplished, together with the number of employees needed. Employees have to indicate their availability by signing or stamping adjacent to their name.

When an employee is absent on Friday he cannot be called for overtime during the weekend and that until he physically comes back to work, except for absence for union or company's business, one day of vacation before the weekend or the last Sunday of his vacation (L.S. V.A.). In all these cases, the employee will have the responsibility to reach his immediate supervisor at the time of the posting of the availability list to make him self available and will make sure of the confirmation of his overtime.

When an employee is absent during the posting of the availability list, he has the responsibility to reach his immediate supervisor to declare himself available and he will have to make sure of the confirmation of his overtime. 16

In emergency situations during the normal working week when it is not possible to post the requirements in advance, overtime will be offered verbally to the employees in ranking order of the assigned overtime list presently working on that shift.

5.15.2 Ranking Principle

When overtime is called during the weekend and statutory holidays, it will then be called by the principle of rank according to shift, except when:

- calling one (1) shift, it will be by total ranking on the assigned list;
- Calling two (2) shifts when three (3) shifts are working during the week, the assigned 3rd shift list will be integrated to the first shift.
- 5.15.3 Alternate List

If it is not possible to get the required number of employees by shift from the assigned overtime ranking list, the overtime will be given to employees on the assigned list, regardless of shift, as long as continuation of work is maintained.

After this, the overtime will be offered in order of ranking to other employees of the same classification *listed* on the Alternative list in taking into account their shift work.

5.16.1 Registration Method

All overtime will be booked under one of the follo wing codes:

- Worked or offered overtime
- Overtime force
- Non conversant
- Alternate overtime listing
- Company Business
- Union Business
- · One day vacation before the week-end

However, for overtime distribution purposes, the ranking will not take into consideration the following codes:

- Non conversant
- Company Business
- Union Business
- · One day vacation before the week-end

Overtime will be posted in each department in a location readily accessible to all. This record will be updated on a daily basis. However, the maximum hours booked if there is a refusal, will be of:

- 3- 1/2 hours during the regular work week;
- · 8 hours on Saturday;
- 10-1/2 hours on Sunday and on Statutory Holidays.

- 5.16.2 Mobile Repair Party (M.R.P.) The employee must submit his report of hours worked upon the first day of his return to work.
- 5.16.3 Registration of Hours during Weekend Correction of hours worked or cancelled will be done after the weekend. The ranking cannot be affected before the correction is done
- 5.16.4 Call-h [CALL)

The call-in is based on the last ranking taking into account the availability. There will be only one try to reach an employee and no message will be accepted, Calf-in hour will be registered in the computer system.

A minimum of 31/2 hours are registered, exceeding hours worked are registered, the hour paid for travelling is not registered.

- **5.16.6** Calculation of Hours Time and **One** Half *Hours will be rounded at the half hour or inferior hour.*
- **5.16.6** Calculation of Hours Double or Triple Time Hours will be rounded at the half hour or inferior hour and the result will be multiplied by 1.33 before being booked in the computer. Example:

Hours Rounded	Hours to be Registered
1.0	1.0
1.5	1.5
2.0	2.5
3.0	4.0
3.5	4.5

- 5.17 Overtime Availability Form
- 5.17.1 Posting Time

For each shift, a form indicating the number of people required to work overtime will be posted as a general rule, Wednesday for the week-ends (or the Tuesday if the Friday is a holiday) and 24 hours in advance during the week in order to allow employees to indicate their availability to do overtime. The company reserves the right to decide of the number of employees by classification and to call on the leadhand having the less accumulated hours during the distribution of overtime only if more than 8 employees are called to work overtime and that no leadhand is among the 8 employees called.

If \oplus modification is done to the list after it is posted, the immediate supervisor must ask the employees' availability in accordance with order of rank.

5.17.2 Removal of Positing (Week)

The overtime availability form must be posted for at least two (2) hours and will be taken off the day before the requisition for overtime at the time indicated below:

Day shift:	10:00 h
Evening shift:	20:00 h
Night shift:	03:00 h

5.17.3 Removal of Posting (Week-end)

The lists for the weekend will be removed on Thursday at 10:00h if there is only one shift required, and at 10:00h and 20:00h if two shifts are required. The distribution of overtime for the week-end (2, 3 or 4 days) will be done following the ranking established before the beginning of the day Monday and according to the hours accumulated before Sunday 23:30h.

5.17.4 Posting Time (Monday)

The overtime availability form for Monday or Tuesday (if Monday is a holiday) will be posted for at least two (2) hours and will be taken off at the time indicated above.

5.17.5 Signature

The overtime availability form must be signed or stamped only by employees who want to work overtime. If such form is not signed, the immediate supervisor will consider that the employee refuses to work overtime or that he is not available.

5.17.6 Unable to Post

If the overtime availability form cannot be posted, according to articles 5.17.2 and 5.17.3, the immediate supervisor will ask the 'employees about their availability by ranking order.

- **5.18** Confirmation and Withdrawal
- 5.18.1 Confirmation Time

The confirmation of overtime will be made two (2) hours follo wing the removal of the availability list.

For confirmation of overtime of employees assigned on the 3rd shift, they will have to communicate between 12h30 and 13h30 on Friday, to a telephone number that will be given to them by their immediate supervisor, to confirm their week-end overtime.

5.18.2 Withdrawal during the Week

However, if before the end of the shift one or more employees decline their availability, the immediate supervisor must fill the previous requirements by offering the overtime to employees who have signed the availability list; otherwise these employee:: will be remunerated for the hours foreseen.

5.18.3 Withdrawal during the Weekend

However, if before Friday 10h00 am for the first shift or 19h00 p.m. for the second shift on Friday, one or more employees withdraw their availability for the weekend overtime, the supervisor must in order to meet the requirements previously established, offer the overtime to the employees that have signed the availability list. Otherwise, these employees will be paid for the established hours.

- 5.19 Assistance of transportation The Company will assist employees working overtime to reach the nearest point of public transportation facilities.
- 5.20 Flexible Time Bank
- 5.20.1 Accumulation of Time

The employees will be entitled to bank a maximum of thirty (30) minutes per day. The supervisor must authorize the banked hours. This thirty- (30) minute can be accumulated et the end of the shift only.

At any time, the employee is not entitled to bank more than eight (8) hours of flexible time.

5,20.2 Utilization of Blank Time

An employee who wishes to take time off with the hours he has accumulated in his bank, must get the approval of his immediate supervisor at least one week in advance. Furthermore, when an employee is au thorized to leave the work place with an exit pass, he will see his bank reduce of the equivalent number of hours.

It is understood that no compensated day will be taken between June 1st arid September 1st. However, the employer can authorize exit passes during this period.

The employee can take a maximum of eight (8) days per civil year as time compensated.

5.21 Emergency shutdown

An employee who reports for work on his regular shift shall not be sent home prior to the *expiration* of four (4) hours, except in the event of an emergency shut-down beyond the reasonable control of the Company. However, an employee will be paid for eight (8) hours if he has completed six (6) hours of work. During this period, the employee shall perform such work as is assigned to him taking into consideration seniority and classification or forfeit his rights under this clause.

5.22 Shift Rotation

The parties agree that the objective of this clause is to allow employees with most plant seniority to be exempted from shift rotation within each department.

5.22.1 General Rules

When there are two (2) shifts, the rotation will be: one (1) period of rotation on first shift and one (1) period of rotation on second shift by order of reverse seniority by grade and classification.

When there are three (3) shifts, whenever possible, the rotation will be: one (1) period of rotation on first shift, one (1) period of rotation on third shift, and one (1) period of rotation on second shift and this will be done by order of reverse seniority by grade and classification.



The employees with seniority will be able to as & for permanent assignment to 2^{nd} or 3^{rd} shifts, providing the balance of the conversancy level between the shifts is maintained, and this for a minimum period of twelve weeks. However, for the employees on rotation who elect by their seniority to work permanently on a shift, the Company will keep a record of their rotation.

Notwithstanding the above, the Company reserves the right to determine the *number* of employees required for shift rotation in any grade of a classification.

The Lead Hands positions will be posted by section or department by shift. The Lead Hand elected for a specific shift will remain on this shift permanently unless he applies for a Lead Hand position on another shift.

However, the Lead Hands elected in a section or department where there is only one Lead Hand will rotate within the grade "A's" of their classification.

Any dispensation from the preceding paragraphs will be subjected to an agreement with the company, the union president and the shop committee.

The Union agrees that all employees are liable to be assigned to a second or third shift on notice of two (2) weeks. If this notice is not respected, the employee will be paid at time and one quarter (1-1/4) for the days not covered.

5.22.2 Exemptions

The Company agrees the following Union Officers, limited to one (1) in six (5) members of a classification and grade, shall be excluded from the second and third shift duties in order to fulfil their Union duties:

- · President
- Vice-President
- Recording Secretary
- Financial Secretary
- Treasurer
- Three (3) Members of the Shop Committee

Members of the Negotiation Committee will be exempted from second and third shift during pre-nego tia tions and negotiations.

The Health and Safety representative, 'ONE' (1), will be exempted from second and third shift.

All other requests for exemption from shift work including 'bonafida' applications for regular second and/or third shift work shall be subject to the joint approval of the Department Manager and the Shop Committee, having regard to the validity of the reasons submitted for such requests and the production requirements of the Company.

Such exemptions may similarly be terminated or extended, subject to the joint approval of the Department manager and the Shop Committee.

Employees on probation will not, as a rule, be placed on shift rotation. Any exception to this rule will be discussed and mutually agreed to by the Shop Committee and the Company.

It is agreed that the elected Shop Committee will remain in the assigned plant and as such are not subject to a posting to another location.

5.23 Shift Premium

A shift premium above the basic rate of 0.75¢/hour shall be paid for the second (evening) end third (night) shifts for the dura tion of the collective agreement.

However, the basic rate only shall be used for calculation of overtime performed on shifts for the duration of the collective agreement.

5.24 Agreement by parties

In the event that two (2) or three (3) regular shifts are required, the duration of the term of duty on the second and/or third shift shall be as agreed between the parties.

5.25 Emergency shift

This emergency shift is in no way covered by Clause 5.08 (callin). An employee who reports for work on his normal shift and is then required to be posted to an emergency shift in the same day shall not be sent home prior to the expiration of four (4) hours normal shift, and shall not be required to report for emergency shift work until a further eight (8) hours have elapsed.

If an employee is posted to an emergency shift during a normal working week and then is posted back to his previously designated shift during the same week, so that the available working hours, excluding overtime, total less than his regular shift hours, then the Company shall make up the difference in hours

at the employee's dayshift base rate, except in the event of emergency shut-down, as specified in Clause 17.14.

5.25.1 Ported - Another Shift

It is agreed that an employee posted to any shift with a notice of less than five (5) working days will be considered under emergency shift conditions for the remainder of the five (5) working days notice that he actually works the new shift.

5.25.2 Re-posted - Regular Shift

However, an employee fee-posted to the original shift within the five (5) working days will continue to receive payment of premiums up to five (5) working days from the initial notice, as specified in the above paragraph.

5.25.3 Payment

Payment for emergency shift work shall be:

- first to fifth shift inclusive occuring Monday night to Friday night inclusive,
 - the first eight (8) hours of each shift shall be paid at the rate of one and one quarter (1 %) times the dayshift hourly base rate. All hours in excess of eight (8) shall be paid al one and one half (1 %) times the dayshift hourly base rate.
- first to fifth shift inclusive occuring Saturday night,
 - the first eight (8) hours shell be paid at one and three quarters (1%) times the dayshift hourly base rate. All hours in excess of eight (8) shall be paid at two (2) times the dayshift hourly base rate.
- first to fifth shift inclusive occuring Sunday night,
 - the first eight (8) hour shall be paid at the rate of two and a quarter (2¼) times the dayshift hourly base rate.
 All hours in excess of eight (8) shall be paid at two and one half (2¼) times the dayshift hourly base rate.
- 5.25.4 Minimum four (4) hours

An employee who reports for work on an emergency shift, and due to lack of work is sent home prior to the expiration of four (4) hours, shall be paid a minimum for four (4) hours at the above applicable rate.

Termination of a shift other than the normal dayshift during a normal week will call for the following: any employee so affected shall continue to be paid his normal premium for the remainder of the hours worked in that week.

3.2

5.26 Mobile Repair Party

Personnel called upon to perform work at a location outside the Montreal area shall be paid at basic rate of pay for the travelling time to and from the point of work, in addition to travelling expenses. However, when an employee is called upon to perform work on the same day as he has traveled, hours spent travelling will be counted for the purpose of determining the overtime, but only actual hours worked can be paid as overtime. On each Mobile Repair Party, at least one (1) top grade employee must be present. Living expenses will be paid in U.S. currency if outside Canada. Other working conditions shall be es follows.

5.26.1 Per Diem

A per diem of \$50.00 for the duration of the Collective Agreement, shall be payable to the employees affected, assigned to commercial establishments located in a radius over 40 km from Rolls-Royce Canada Limited (RRC), including Europe, for the duration of the assignment. The same rate will apply for Canadian Military Mobile Repair parties, unless the meals are provided free of charge on campsite. For commercial establishments located within a radius of 40 km from RRC (Mirabel Airport included), a per diem of \$.25.00 will apply for the duration of the Collective Agreement.

The per diem covers the following expenses: *meals*, gratuities, phone calls, *newspapers*, haircuts, laundry and other routine regular expenses.

5.26.2 Car

When an employee uses his private car on such assignments, he will be covered by commercial auto *insurance*. The mileage allowance for the term of the contract shall be \$0.30¢ per kilometer. When the Company modifies its policy regarding mileage allowance, the new rata will automatically apply to all Local lodge 869 employees covered by this collective agreement.

5.26.3 Notice

The Company shall attempt to give a minimum notice of fortyeight (48) hours to all employees required to proceed on a Mobile Repair Party. It is agreed, however, that such minimum notice will not be possible in cases of emergency warranting the departure of employees within the aforementioned delay. Where an employee who has been given such minimum notice of forty-eight (48) hours refuses the assignment, unless his reason is recognized as being a compassionate nature, he shall surrender his right to request being selected for future Mobile Repair Parties. If the advance notice is less than forty-eight (48) hours, the employee shall have the right to be selected for future

Mobile Repair Parties. In the event that the Company cannot provide the necessary Mobile Repair Party at the time required, due to the refusal of all qualified employees, the Company shall have the right to perform the work by other means.

5.26.4 Idle Day

If an employee is required to leave on a Mobile Repair Party on a Friday and is scheduled to commence work on the following day, in the event that no work r's available for him on Saturday and/or Sunday, he shall be paid eight (8) hours wages at basic rate for each such idle day.

5.26.5 Option - Expenses

While on location, with respect to week-ends, where it has been established at the discretion of the Company that no work is available, the employee shall have the option of returning home for the week-end, claiming travelling time and expenses, provided the aggregate cost of such charges is less than, or approximately equivalent to, the cost incurred maintaining the employee on location during such week-end, and no actual loss of working hours result from this trip.

It is further agreed that employees remaining on site for the week-end will be paid eight (8) hours at base rate for each day of the week-end, plus the per diem allowance which he will receive for each day.

5.26.6 Day Off

If he so chooses, an employee who was on an M.R.P. and worked on a statutory holiday may elect to have a day off, without pay, providing he informs his foreman of this intention upon his return from such M.R.P., and also providing such a day off is taken within one month of his return.

5.26.7 Outer Wear

For use in exceptional circumstances, a limited supply of clean outer wear will be held by the Company to supplement normal winter clothing supplied by the employee proceeding on an *M.R.P.*

5.26.8 M.R.P. Team

The Company and the Union agree on the following rules for the accreditation of fitters and inspectors assigned to an *M*. Ft. P. Team:

The number of participants required on a Team will be determined by the requirement of the Business Units and by-product line.

5.26.8.1 Qualification

To qualify as an M.R.P. Member, the employee must meet the follo wing minimum requirements:

- five (5) years experience on the engine;
- fully conversant with engine main build and the work package;
- fully conversant with inspection requirements with regards to the work he is performing;
- fully conversant with Civil Airworthiness requirements, when applicable, as outlined in Chapter 561 of the Airworthiness Manual and selected sections of Chapter 575;
- fully conversant with engine power plant, when applicable;
- fully conversant with RRC quality procedures;
- Canadian Forces Military security clearance, when applicable;
- must be the holder of an F.S.R. stamp.

5.26.8.2 Posting

The M.R. P. Program will be posted when required and will be governed by the following rules:

- *the posting will be* a six (6) working day period;
- employees absent from work during the period of posting will be entitled to apply within six (6) days upon their return to work.

To be eligible, the applicant will submit the following documents with his application:

Form **RRC013-60**: *Request for Accreditation as Field Service Representative*

Form **RRC**: *M. R. P. Experience De tails*

A detailed resume which will specify the education, courses and experience at RRC or previous to RRC.

5.26.8.3 Terms

The assignment as an M.R. P. team member will be for an indefinite period of time.

M.R.P. team members must give a two- (2) week notice if they want to withdraw from the *M.R.P.* program. The employees can't desist them self before a period of 24 months has passed by, except for humanitarian situations.

Further to this withdrawal, a period of at least one (1) year must have passed by before they can reapply on this program.

M. R. P. team members must comply with the requirements of the air transport regulating body of the countries in which they are assigned (ex. FAA-GAR).

5.26.8.4 Training

The Company will establish a technical training program which will be comprised of training on the engine power plant, inspection requirements, airworthiness regulations and a customer satisfaction service skills course.

Employees wishing to become part of the training team, to further progress to an M.R.P. team, will have to meet the follo wing minimum requirements:

- four (4) years related engine experience as Grade 'A ' or 'B';
- minimum semi-conversant with engine main build.

M.R. P. training team members will have to maintain up-to-date, their level of conversancy to progress as an M.R.P. team member.

Technical training will be done internally and at the Montreal Airport.

5.26.8.5 Rotation System

Selection of an employee to go outside the Company on an *M. R. P. will* be made on a rotation system within the *M. R. P.* team members,

5.27 Training Parties;

Personnel called upon to receive training, at the request of the Company, at a location outside the Montreal area, shall be entitled to the same rights, privileges and conditions as apply to employees proceeding on Mobile Repair Party assignments, as provided in Clause 5.26 above.

5.28 Issuance of Exit Passes

The intent of a passout is to approve and record that an employee has left his work and the Company premises during his allocated hours of work, when special circumstances require that he does so. Such circumstances may be generated by employee or Company considerations.

In order that the above intent is served, the issuing of passouts will be con trolled as follows:

- 1. passouts will normally be issued by first line supervision like: immediate supervisors;
- 2. passouts will not be issued where production would be disrupted or jeopardised except in genuine cases of emergency involving the employee's immediate family;
- 3. where the number of passouts per employee exceed a quantity of three (3) or an accumulation in excess of five (5) hours in any one A. P., prior approval of the Departmental Manager is required except in a case of substantiated emergency.
- 4. the time missed will be reduce from the flexible time bank.

6.00 BTATUTORYD A Y S

6.01 Statutory Holidays

The following statutory holidays (or any day established by statute or decree) shall be observed. Wages shall be paid at straight time for eight (8) hours to all employees of one (1) calendar month's service or more who do not render themselves ineligible under Clauses 6.04 or 6.05.

New Year (2 days)	Dominion Day
Good Friday	Labour Da y
Easter Monday	Thanksgiving Day
Victoria Day	Christmas (3 clays) -
St-Jean-Baptiste Day	December 24, 25, 26
Floater Day (*) (**)	

(*) The floater days for the duration of this contract will be on the follo wing dates:

1st year:	December 29,1999
2nd year:	December 28, 2000
3rd year:	December 27, 2001

(**) The floater day replaces the employee's birthday holiday.

6.02 Christmas and New Year Plant Shut-Down The Company will partially close the plant by offering Statutory Holidays and A dditional Days.

> For the term of this contract, the employees eligible for statutory holidays will have three (3) additional days of holidays (1 day in 2000-2001and 2 days in 2001-2002). The additional days of holidays are not considered as statutory holidays and an employee will not be paid unless he compensates the hours or replaces the additional days with vacation days or by his paid personal leave.

To be entitled to the three-(3) additional days, the employees must compensate the hours by one of the following options:

- 1) By working twelve (12) hours, either after the regular hours of work during the week, or during the week-end, and this, only after approval by his immediate superior;
- 2) By giving up two (2) day:; of vacation or two (2) paid personal leave.
- 3) Each employee will have to compensate his or her hours by December 9, 2001.

Shut-Down 1999-2000

Friday	December 24 Statutory Holiday
Monday	December 27 Statutory Holiday
Tuesday	December 28 Statutory Holiday
Wednesday	December 29 Floater
Thursday	December 30 Statutory Holiday
Friday	December 31 Statutory Holiday
-	

Shut-Down 2000-2001

Monday	December 25 Statutory Holiday
Tuesday	December 26 Statutory Holiday
Wednesday	December 27 Statutory Holiday
Thursday	December 28 Floater
Friday	December 29 Additional Day
Monday	January 1 Statutory Holiday
Tuesday	January 2 Statutory Holiday

Shut-Down 2001-2002

Monday	December 24 Statutory Holiday
Tuesday	December 25 Statutory Holiday
Wednesday	December 26 Statutory Holiday
Thursday	December 2 7 Floater
Friday	December 28 Additional Day
Monday	December 31 Additional Day
Tuesday	January 1 Statutory Holiday
Wednesday	January 2 Statutory Holiday

6.03 Statutory holiday on a Saturday or Sunday In the event that a statutory holiday (with the exception of St-Jean-Baptiste, Christmas and New Year) falls on a Saturday or Sunday, the following Monday will be observed in lieu thereof.

As decreed by the National Holiday Act, St-Jean-Baptiste will be observed on Friday if it falls on Saturday and on Monday if it falls on Sunday.

The days observed in lieu when Christmas and New Year fall on a Saturday or Sunday are specified in Clause δ .02.

6.04 Obligatory shifts

Jo be eligible for pay for any of the statutory holidays listed in Clause 6.01, an employee must work the last four (4) hours of the scheduled shift immediately preceding, and work a minimum of four (4) hours during the scheduled shift immediately following the statutory holiday, These shifts shall be known as "obligatory shifts". An employee will be paid for any such statutory holiday if he can supply the Company with a satisfactory reason for his unavoidable absence.

However, verbal notification of any period of absence for employees not reporting to work the same day will be accepted for three (3) obligatory shifts in any twelve (12) month period beginning with every notification.

- 6.05 Condition of absence An employee absent on one (1) or both (2) obligatory shifts can qualify for pay on a statutory holiday provided:
 - prior written permission for absence without pay on the obligatory shift ha:; been obtained;
 - the absence on any type of paid leave including bereavement leave and civic duties.
- 6.06 W.C. weekly indemnity

Employees qualifying for statutory holiday pay while receiving weekly indemnity or workmen's compensation from CSST will be paid the difference between the compensation rate end the employee's current daily rate to make up a full day's pay for the statutory holiday.

- 6.07 long term disability *Employees on long term disability will not be paid for statutory holidays.*
- 7.00 DIVUCTIES
- 7.01 Witness or Jury

Employees subpoenaad as witness or for jury duty will be paid the difference between their normal daily wages and the amount they receive for such civic duties. Such pay will exclude weekends and vacations, and will apply to those days they appear in Court, Premium pay will not be included in "normal daily wages".

7.02 Citizenship It is further agreed that the Company will pay up to a maximum of eight (8) hours for an employee to be sworn in, as a Canadian citizen.

- 8.00 BEREAVEMENTV E
- 8.01 Bereavement

An employee with seniority shall be granted bereavement leave without consideration to the day of the funeral,

8.01.1 Five (5) days / three (3) days

In the event of the death of an employee's mother, father, lawful spouse or Common Law spouse and children thereof, son, daughter, the employee will be granted leave with pay at basic rate for five (5) days. In the event of the death of an employee's mother-in-law, father-in-law, brother, sister, son-in-law and daughter-in-Jaw, an employee upon making written claim and providing satisfactory proof of the death of one of the above relatives, will be granted leave with pay at basic rate for three (3) days to attend the funeral,

In the case of death of any of the above named parties in the spouse's family and where the deceased's funeral is at a greater distance than eight hundred (800) kilometers, a three (3) day bereavement leave will be granted for the employee to look after children up to the age of twelve (12) years. Satisfactory proof of death and of funeral attendance is required.

All claims for bereavement pay must be made by the employee within two (2) weeks of the day of the funeral.

8.01.2 One (1) day

In the event of the death of an employee's grandmother, grandfather, sister-in-law, brother-in-law and grand-children, an employee, upon making written claim end providing satisfac tory proof of the death of one of the above relatives, will be granted leave with pay at basic rate for one (1) day to attend the funeral.

9.00 LEAVE OF ABSEN<u>CE WITHOUT PAY AND LEAVE WITH</u> DEFERRED

9.01 Leave of absence

Only at the discretion of the Company, and as per manpower requirements, a leave a absence without pay can be given to the employee who requests it in writing to his immediate supervisor with a copy of the request to the Human resources department and to the Union.

In addition, no leave of absence will be allowed before all the current year vacation entitlement has been taken and all paid personal leave.

9.02 Family leave

For employees with a minimum of one (1) year of service, a leave of absence without pay for maternity reasons will be permitted. The duration of a leave of absence for maternity will be arranged between the employee and her manager.

However, maternity leave may commence at a data no sooner than sixty (60) days prior to anticipated date of delivery. Upon presentation of a doctor's certificate. The unused portion prior to termination of pregnancy may be used following termination of pregnancy. Total maternity leave will not exceed one hundred and eighty (180) days.

For employees with less than one (1) year of service, a leave of absence for maternity reasons will be permitted. This absence will be in accordance with current legislation.

Upon return to work all former rights will be re-ins ta ted.

Notice of intention to resume work after termination of pregnancy must be given in writing prior to the commencement of ma ternity leave.

An employee may be absent form work for five (5) days at the birth of his child or the adoption of a child, The first two (2) days of absence are to be paid provided the employee has sixty (60) days of uninterrupted service. This leave may be divided into days at the request of the employee. They must be taken within fifteen (15) days after the child arrives at the residence of its father or mother. The Company must be given notice as soon as possible. However, the employee who adopts his spouse's child can only be absent from work for two (2) days without pay.

An employee may be absent for five (5) days per year without pay to fulfil obligations regarding care health or education for a minor child or any other dependant, when his presence is necessary under uncontrollable and unpredictable circumstances he must have taken all other reasonable means available to fulfil his obligations and limit the duration of the leave. The Company must be given notice as soon as possible.

An employee may also request an unpaid parental leave that will not exceed 34 weeks for the care of a newborn child or for an adopted child that has not reached the age of compulsory school attendance. The present clause does not apply to the employee who adopted his spouse's child, The parental leave may start as soon as the day of birth or in case of an adoption, the day the child is entrusted to the employee during an adoption procedure or the day the employee leaves his work to go outside Quebec in order to get the child. The leave shall be terminated at the latest one year after the birth, in the case of adoption, one year after the child has been entrusted. The employee will give a notice to the Company of not fess than three (3) weeks stating the date the leave will commence and the date the employee will return to work.

The pregnant employee has a maternity leave without pay for a maximum duration of 18 continuous weeks.

The maternity leave can only start from the 16th week preceeding the schedule date of birth. The maternity leave may be taken after a three weeks written notice given to the employer and indicating the date of the beginning of the leave and the date of return to work. This notice must be accompanied by a medical certificate attesting to the pregnancy and the child's birth date.

The notice can be of less than three (3) weeks providing the medical certificate attests that the employee needs to stop working before.

All other dispositions under Jew for the labour Standard Act concerning family leaves for family events is considered as part of the present collective agreement

9.03 Leave with deferred pay

The Company will allow employees to take a leave of absence with deferred pay, unless it creates a production embarrassment or has a negative impact on the production schedule.

- The leave of absence with deferred pay must be for a period of at least six (6) consecutive months and of a maximum of one (1) year;
- The leave of absence can be for a period of three (3) consecutive months providing the leave of absence is for education as provided under the Income tax regulation;
- A minimum advance notices equivalent to the required period to accumulate the spreading revenue for the total period in the request.
- The terms of the spreading of the revenue will be discussed on an individual basis. However, in all cases, this spreading of the pay must be prior to the said leave of absence with deferred pay, but the spreading can in no way be more than 33 and 1/3 % of the annual salary,
- 9.03.1 Goal

The leave of absence with deferred pay Program allows a permanent employee to be absents from work while receiving a form of remuneration. The salary paid to an employee when he is absent from work will come from amount accumulated true pay deduction be has agreed to differ.

5.2

9.03.2 Eligibility

Before being able to go on a leave of absence with deferred pay an employee must be permanent, active and on full time employment, and must have 5 years of service with the Company.

Employees who are disabled, on sick leave or a work related accident cannot register for this program.

To request a leave of absence, the employee must complete a request form and register for the leave of absence with deferred pay program as governed by the Income tax regulation and agreed bet ween parties.

9.03.3 Program

A written agreement will describe the duration or the salary reduction period, the percentage of the salary deduction the duration of the leave of absence with deferred pay when the employee makes his request.

9.03.4 Conditions

The leave of absence will be granted by seniority within the classifications.

Return to work

The return to work date will determine when the employee starts his leave. The employee will be able to request an advanced return by giving the Company and the Union at least 1 5 days prior notice. In addition, as per Federal Income Tax regulation, the employee will have to return to his position upon his return from the leave of absence for a period equivalent to the duration of the leave of absence.

Compensation

The total compensation will be considered when the calculation for the spreading of the revenue is done.

Seniority and service

For the calculation of service and seniority, the employee is considered at work. The grade progression will be interrupted during the leave of absence.

Annual vacations

The remuneration for the vacations will be calculated as per the actual earnings during the period(s) of reference. Unused vacation credits must be taken before the departure for the leave of absence.

The Statutory holidays

The employee will not receive any compensation for the legal holidays during his leave of absence.

Disability leave / sick leave

The short term and long term disability Program cover the employee. In the event where on the date of his planned return to work, the employee is unable to return to work because of disability or a sickness, the employee will be entitled to the balance of the short term and/or long term disability period, taking info account the initial date of the disability. When the employee is disabled or sick for more then three days, he must inform the medical department immediately. If not, his right to the short and long term disability will be refused.

Insurance and pension plan

Other benefits which the employee is entitled to will not be affected during the leave. However, the employee will have to make his contribution as required. The *calculation* of the retirement pension will be based on the reputed earned salary for the period of revenue spreading.

9.03.5 Lay Off

At the time of a manpower reduction, employees who are subject to be laid off and are participating in the spreading of the revenue program will have to make arrangements for the reimbursement of amounts accumulated during the spreading period.

- **9.03.6** Withdrawal from the Program The employee who decides to withdraw from the program must advise the Human Resources department and his Union.
- **9.03.7** Administration fees The employee must pay all administration fees charged by a trust company.
- 9.03.8 Government programs The Governmental Programs will be administrated as provided in the legisla tion.
- 9.03.9 Union dues The employee must pay his union dues during his leave.
- 9.03.10 Committee

The Parties agree to form a committee, composed of one (1) member representing the payroll department and of one (1) member from Local lodge 869. Their mandate will be to elaborate other provisions of the Program, including its registration with the responsible bodies as per the legislation and the regulation in effect The present provisions of the Program are subject to the responsible authorities as per the legislation and the regulations in effect.

9.04 Military Duty

The Company will allow an unpaid leave for a maximum of one (1) year to employees called for military duty. However, the Company reserves the right to refuse such a leave in the classification of less than fifty (50) employees or if it can be demonstrated to the Union that such a leave will create serious production embarrassment.

10.00 VACATION INDEMNITY

10.01 Vacation Charts

Employees, according to their years of continuous service on the 1st of May, will receive vacation with pay according to the follo wing chart:

Note: Any lay-off period of less than six (6) months does not suspend the continuous service of an employee

VACÁTION			
Years of continuous service on May 1st	Weeks of Vacation Entitlement	Vacation Indemnity	
	2	4% of proceeding year's earnings or 2 weeks salary whichever is the greater.	
	3	5% of proceeding year's earnings or 3 weeks salary whichever is the greater.	
	4	8% of proceeding year's earnings or 4 weeks salary whichever is the greater.	
		One (1) day accumulation to the 17th year as follows:	
10 & 11	4 plus one (1) day		
1.2 & 1.3	4 plus two (2) days		
14 & 15 -	4 plus three (3) days		
16 & 17	4 plus four(4) days		
18	5	10% of proceeding year's earnings or 5 weeks salary whichever is the greater.	
* 25	6	12% of preceding year's salary or 6 week:: salary whichever is the greater	

[•] Effective May 1st, 1999, employees with twenty-five (25) years of continuous service and more will be entitled to six (6) weeks vacation.

⁶⁰

10.02 Less than one (1) year service

Any employee who has not completed one (1) year of continuous service by May 1st shall be granted one (1) day holiday for each month worked up to a maximum of ten (10) days. Pay for this vacation shall be four percent (4%) of total earnings for the period worked prior to May 1st.

10.03 Company vacation plan

The Company will announce its decision by December 1st regarding annual vacations. This announcement will state whether there will be a plant shut-down, partial plant shut-down, reduced activity period, or staggered vacation. If the delay is not respected there will be no Shot-down. Shut-down or partial shut-down will be for a period not to exceed two (2) weeks, and will occur during July and August.

10.04 list of employees

By March 1st, vacation lists will be provided for each department stating the seniority of each employee by classification and grade, with their vacation entitlement.

10.05 Limited date

All employees will submit their preferred vacation dates to their immediate supervisor before April 10th.

- 10.06 Allocation of vacation Allocation of vacation dates shall be determined as follows:
 - a) vacation dates shall be allocated in order of plant seniority within the home department. However, in the event of production embarassment within a particular departmental facility, plant seniority within the facility, section or department will prevail;
 - b) employees with vacation entitlement greater than three (3) weeks may be required to arrange their additional vacation to suit production requirements or to permit others to enjoy the period between June 1st and September 1st;
 - c) for the period of a shut-down or partial shut-down, the majority of employees within the designated departments will be required to include this period in their vacation entitlement;
 - d) plant maintenance department employees and a limited number of employees in other departments will normally be needed to work during a plant shutdown, partial plant shutdown, or reduced activity period, at their normal rates of pay;

e) Any employee wishing to change his vacation dates after April 10th, shall have no priority relating to his seniority:

Any employee wishing to change his vacation dates after April 10th must submit his request to his immediate supervisor at least one (1) week in advance. In this case, the Company will post the available vacation period in order to offer the employees a choice according to their seniority: However, if the employee wishes to change only one (1) day vacation, a forty-eight (48) hour notice) will then be accepted;

- f) an employee with vacation entitlement greater than three (3) weeks is allowed to take the remainder of his vacation as single days. These single days will not inhibit other employees eligible to take a complete week of vacation as long as the request has been made before April 10th;
- g) employees will have the right to take two (2) or three (3) weeks of vacation between June 1st and September 1st. During this period, these 2 or 3 weeks must be scheduled consecutively. If single weeks remain available before April 10, the immediate supervisor will then offer them to employees by seniority order.

10.07 Posting of vacation

Vacation lists, showing allocated vacation dates, shall be posted in each department by April 30th.

10.08 Change of vacation

After the lists of allocated vacation dates have been posted, an employee who is requested by the Company to work during his allocated vacation period shall choose another vacation period within the current vacation year with the agreement of his immediate supervisor. Such employees shall be paid at the rate of time and quarter (1%) for the regular shift hours worked during his cancelled vacation period, and at normal overtime rate for any overtime worked during the same period.

Should such a changes involve a loss of money, The Company will reimburse the employee upon presentation of supporting documents.

10.08.1 Cancellation for medical reasons

An employee who is hospitalised during his vacation or who is victim to non-industrial illness or accident and approved in accordance with the provisions of article 22, may then submit an application in accordance with the group insurance and he shall be permitted to postpone all or part of his vacations for the period following his return to work providing his disability is of a duration of more than 3 days.

10.09 I

Lay-off - dismissal - insurance

Employees laid off from the Company due to lack of work or who voluntarily terminate their employment and having given a minimum of one (1) week's notice in writing shall receive their vacation pay in accordance with the applicable legislation or any amendment thereof, and will be paid for each of any fourth, fifth or sixth week of vacation entitlement on the basis of one (1) day of straight time pay, for each complete ten (10) weeks they have been employed by the Company, during the vacation entitlement year.

Employees dismissed for cause, or leaving the Company voluntarily without giving one (1) week's written notice, shall be limited to vacation pay in accordance with the applicable legislation or any amendment thereof.

Notwithstanding the provisions of Clauses 10.01 and 10.02, employees who have been absent on group insurance sickness benefits, long term disability benefits, CSST, maternity leave, paternity or parental leave, shall upon return to work or at the end of the reference year, be entitled to their full vacation based on Company service, and will be paid as follows:

- al for entitlement to a maximum of three (3) weeks the indemnity will be calculated in accordance with the provisions of the applicable legislation or any amendment thereof;
- b) for entitlement of a fourth (4th), fifth (5th) or sixth (6th) week the indemnity will be calculated on the basis of one (1) day et straight time pay,. for each complete ten (10) weeks the employee has been at work during the previous reference year.

An employee on lay-off may choose not to receive his vacation pay at the time of the lay-off. Payment will be made, following a written demand to the Company or at the latest on April 30th of the current year.

10.10 Statutory holiday

In the event that a statutory holiday falls within an employee's annual vacation period, the employee must add an additional day to his annual vacation period, either directly before or directly after.

11.00 CLASSIFICATION AND WAGES

11.01 Classification

The Company shall classify its employees according to Appendix "A" and pay wages as in Appendix "C" which is appended here to and forms part of this agreement.

11.02 Starting rate

In the event that the Company wishes to pay wages in excess of the starting rate in a grade or classification, the applicant's experience will be discussed with the Shop Committee prior to thevacancy being filled.

11.02.1 Pay - direct deposit

Effective with this collective agreement, local lodge 869 members will be paid by direct deposit.

11.03 Disagreement

Any disagreement as to the fairness of an employee's classification or wage rate shall be discussed between the employee and the immediate supervisor or departmental manager concerned, with the Shop Committee if the employee so desires, or alternatively may be submitted through the disputes and grievance:: procedure set up in Article 16.00.

11.04 Grade

An employee who considers that the nature of the work he is performing is a higher level than his current classification or grade shall submit a written statement to his immediate supervisor outlining his reasons for requesting a review of his classification or grade. The immediate supervisor must rep/y within three (3) working days. If he fails to reply within this time limit, unless a representative of the Shop Committee has agreed a delay to, the employee's request countersigned by the Shop Committee may be referred to the Industrial Relation Manager pursuant to Step I of the grievance procedure

11.05 Progression within classification

The Company accepts the principle that employment security and promotional opportunities shall increase with continuous service, subject always to its responsibility to maintain an effective and viable operation, and the demonstrated ability of the employees concerned. The Company and the Union accept that it is up to the employees claiming the right to a grade progression to prove they are readily qualified to perform,

both from a theoretical and practical standpoint, the work required for a higher grade of their classification. The company agrees to put in place the necessary mechanisms to insure the required training be given to the employees and will develop an evaluation process who will determine if the employee is admissible or not to the progression. If necessary, the Joint Training Committee will make the required revisions and recommendations.

11.05.1 Eligibility

To be eligible to the progress/on, the employees must be qualified has follo w:

Positions in Group I:

Candidates must demonstrate to the satisfaction of the Company that they have completed a recognized apprenticeship and must have two (2) years experience within the classification or have four (4) years of related experience in the trade;

"B" grade in Group II:

Candidates must demonstrate to the satisfaction of the Company that they have completed two (2) years of related experience in the trade.

"A" grade II and IIIA:

Candidates must demonstrate to the satisfaction of the Company that they have completed eighteen (18) months related experience in the trade.

11.05.2 Exclusion

If a problem relative to the professional skill is such that the employee's record is annotated with a disciplinary measure in conformity with article 18.02, the progression eligibility will be refused to him for the less of the following two periods, whether one year from the date of the event that has lead to such measure or it withdrawal. A problem relative to the professional skill is defined as any action or negligence that has a negative impact on the quality of his work and that has consequently a negative effect on the process, product, equipment or any other Company property.

1 1.05.3 Qualification

The employee who approaches eligibility for progression must submit a written request to the Human Resources Department on form RRC 091-105. The Recruitment Officer or their designated representative shall schedule the applicant for a theoretical test within thirty (30) days prior to his date of eligibility.

Employees obtaining a minimum grade of 70% or better on the theoretical test will begin a probationary period of sixty (60) working days. This will be completed by a practical test in which they must obtain a minimum grade of 70%. Once an employee has successfully completed both tests their rate of pay will be adjusted retroactively to their date of application chosen by the candidate or of the eligibility date in accordance with the nearer of the two dates.

An employee who fails to qualify can request a revision to the Joint committee for training. The role of the Joint Training Committee is to review the results and to verify if the employee has been scheduled to the appropriate testing process. The Committee's decision is final and cannot be appealed.

 $N^{"B"}$: The theoretical and practical tests only apply to positions appearing in Group " 7".

In the event that an employee fails to achieve the 70% minimum on either of the two tests, the employee will be admissible for an additional probationary period end applicable test, six months after the recorded date of failure. Upon successful completion of the second attempt, the employee will begin the new rate of pay retroactively to the beginning of the employee's second probation at the applicable rate. When required a subsequent attempt will be rescheduled in increments of twelve months, and upon successful completion, will be paid retroactively at the start of the latest probationary period. All employees will receive a detailed statement of the test results and a series of recommendations relative to the results obtained.

Regardless of lay-off, both parties agree that progression within a classification will continue to apply for employees who have seniority within a classification.

In order to facilitate and better co-ordinate the scheduling of the testing process the tests will be scheduled every thirty-(30) days.

11.05.4 Guidelines for External Recruitment

It is agreed that external candidates can apply for a progression within a classification at the end of the probationary period if they comply with the Company's requirements for the trade.

The Company undertakes to give external candidates a test prior to employment in order to establish competency within the grade end classification for positions appearing in Group *I*.

'I 1.06 Posting

It is agreed that no vacancy shall be filled from outside the Company unless it has been posted for a period of six (6) days during the last three- (3) months.

An employee wishing to apply for an available position may submit a written request to the Human Resources Department on form RRC 091-1 05, The Recruitment Officer, or their designa ted representative, shall investigate the employee's request with the Manager concerned and if necessary, with the employee. A written reply shall be given to the employee within fifteen (15) working days following the last day of the job posting.

If an employee's application has been rejected, the employee may invoke the grievance procedure. Rejected applications will not be placed in the personal file of the employee.

However, it is agreed that the Company may fill a vacancy from outside sources after all internal applications have been checked and considered without producing an approved candidate.

N.B.: A vacancy is considered filled once the Company has made a job offer to an external candidate.

In the event that an employee is absent from work during the period of job posting, they shall have the right too make an applica tion for the position on their return within six (6) working days. He can consult the list of jobs posted during their absence in the Human Resources Department.

The preceding paragraph will not apply when the internal or external candidate has passed his probationary period.

The Company may also require an *emplo* yee to demonstrate his ability to satisfactorily perform the work over a trial period in an equal or higher grade as the result of a request for review, *upgrading*, reclassification or transfer, or for the purpose of determining the validity of a grievance. An employee so placed on trial shall be paid at -his existing wage rate for the duration of the trial period. if found unsatisfactory, within sixty (60) worked days, he will automatically revert to his previous position.

If, in a delay of sixty (60) worked days in the new position, the work of the employee is satisfactory, he will be remunerated at the hourly rate of the new position retroactively to the beginning date of the trial period.

It is further agreed that all seniority acquired by an employee while on probation will be added to this new classification/grade if accepted or added to his previous classification/grade on his return to his former position.

11.07

Lead Hand

As of April 2000, the Leadhand .: are elected for a mandate of two (2) years. They will be paid 7.5% in addition to the maximum hourly rate of their classification for the duration of their mandate. The 7.5% premium is part of the basic salary for the calculation of their fringe benefits. Employees wishing to apply for a leadhand position will submit their application at the latest the 1st of April, and a list of all applicants will be sent to the union office. Election of leadhands will take place in the same month by the employees of their department or section. Employees working permanently on the day shift and those on rotation will vote for the day shift leadhands. Employees working voluntarily on the evening shift and those on rotation will vote for the leadhands on the evening shift.

Leadhands who receive the greatest number of votes in their respective section are declared elected. In the case of a tie, the one who had the most seniority in the classification is declared elected. If only one candidate applies, he is automatically elected in his section or department. In the event where there is no applicant in the section or department, the Company reserves the right to choose a leadhand for the duration of the mandate. When a leadhand cannot finish his mandate, the one who received the greatest number of votes during the election will then replace him or, if necessary, an election will be held to choose his replacement. However, the mandate of the replacement will end at the same time as the other leadhands.

Criteria to apply for a leadhand position

- Specific knowledge of the trade (grade A) and the work to be done in the section or department
- Leadership gualities (integrity, initiative, coaching and communicator) Refer to the description of leadhand tasks as stated in

Appendix A of the Collective Agreement.

The Company and the Union will review the list of candidates to ensure that they meet the required criteria. Candidates who do not meet the criteria will be refused and advised of this decision. However, they will be able to contest this decision within seven (7) days to a joint committee. 'The joint

committee will meet the employee concerned, if necessary, and will render a final and irrevocable decision within seven (7) days.

Posting

- The number of leadhands required per shift will be posted in each section or department before March 1 5th.
- During the year, the number of leadhands will increase in proportion to a significant increase in employees. These additional positions will be posted and filled by election and their mandate will end at the same time as the mandate of the other leadhands.
- If a *significant decrease in employees occurs, there will be a corresponding reduction in the leadhand, this reduction will take place at the renewal of the mandate. The Company will maintain a ratio of one (1) leadhand for eight (8) employees.

11.08 Posting - job not classified

Hourly-ra fed *jobs* becoming available, which are not classified according to Appendix "A" will be posted on the notice boards for six (6) working days, so that applications can be submitted by persons already employed by the Company.

Any new hourly-paid job which becomes available shall be negotiated between the parties to this 'agreement with regard to classification and grade. A temporary rate will be established by the Company until such time as the classification, grade and wage rate have been agreed between the Company and the Union. If the agreed wage rate is higher than the temporary rate, the difference in the basic rate shall be paid retroactively.

11.09 Qualification - Master Electrician

The parties recognize that the licence A-2 (Master Electrician/ is issued to a qualified member of the Company in accordance with R.S.O. 1964, Chapter 153, Electricians and Electrical Installations Act, and Chapter 153, Master Electricians Act.

- **11.10** Qualification Chief Stationary Engineman The parties recognize that the Chief Stationary Engineman is appointed in accordance with the law and regulations concerning Stationary Enginemen M.L.Q. (1967).
- 11.11 Premium qualification Subject to Clauses 11.09 and 11.10, such employees will receive twenty-five cents (0,25¢) per hour over and above the Lead Hand rate of their classification for as long as they qualify.
- 12.00 REDUCTION OF WAGES

The Company agrees that it intends to exercise its right to classify its employees as set forth in Clauses 11.0 1 and 11.02 in a fair and open manner and not use the signing of this agreement as an opportunity to effect wage reduction.

13.00 NOTICE BOARDS

The Company shall furnish suitable notice boards for the exclusive use of the Union. All material posted on the Union notice boards shall be approved by the designated Company representative before posting.

14.00 UNION BUSINESS

14.01 - Leave of absence-without pay

The Company shall, upon request, grant leave of absence without pay to Union delegates to attend conferences, conventions and/or seminars. The number of delegates should not exceed one (1) delegate per 125 members of Lodge 869, or one (1) delegate in a department of five (5) persons or less, unless there is a mutual agreement between the Company and the Union. Satisfactory proof of participation will be given to the Company for such leave of absence, if requested

14.02 Negotiation Committee

Prior to the expiration of the present agreement, the Company will allow, if required, the Union Negotiating Committee a maximum of fifteen (15) working days for pre-negotiation meetings. Furthermore, the Union delegates for contract prenegotiations and contract negotiations shall not exceed four (4) in number, of which not more than one (1) delegate is selected from any one department with five (5) or less employees.

14.03 Additional time off, without pay

The Company further agrees to allow additional time off, without pay, required by the Lodge President or his designated representative, restricted to one person only at any given time except where mutually agreed to with the Industrial Relations Manager to transact any Union business. This provision is separated from those outlined in Clauses 14.01 and 14.02.

14.04 Notice

The Union agrees to give the Company notice of ten (10) working days for all leave of absence.

14.05 Union representatives

The Company agrees that designated Union represent atives shall be paid for the time spent in discussions with the Company representatives.

The Local lodge 869 Resident and the president of the shop committee will be granted a full time clearance. Furthermore, two Shop committee members will be granted on the day shift one (11/2) hours per day from 14h00 to 15h30 to deal with questions relatively to the interpretation of the collective agreement. Furthermore, in order to participate to communication meetings. They will be granted one (1) day every two-(2) weeks. The night shift shop committee member will be granted twenty (20) hours a week.

With the exception of the President, if a steward must leave for union business, the President must request it in writing to the employer (HRDR).

- 14.06 Representatives names The designated Union representatives shall be listed in a letter from the Union to the Company.
- 14.07 Procedure discussion

If an employee wishes to discuss a problem with his Shop Steward, he shall obtain permission from his immediate supervisor to do so. He shall record his time following the normal procedure and will have twelve (12) minutes after that to discuss of his problem. The Company shall pay this period of time.

However, any meetings with a member of the shop committee must take place at the time of his liberation. These meetings on the night shift will also take place on the liberation of the night shift of the shop committee member. The employee's supervisor must approve any exceptions.

The employee, Shop Steward and/or a Union representative must at all times request permission from his immediate supervisor to leave the department in order to discuss Union matters or problems. These meetings will also take place on the *liberation* of the shop committee member.

The immediate supervisor must not delay or refuse to approve such a request without valid reason.

- 14.08 Time Union Business
- 14.08.1 Union Office

The Company will provide the Union with the privilege of locating an office on the Company's premises for the purpose of transacting normal "in-plant" Union affairs.

14.08.2 Visit to Another Department

If a Union official wishes to enter a department in order to discuss problems or Union matters with an employee or a Union official, he must first obtain prior permission from the supervisor of the department he wishes to enter. This permission will not be delayed or refused without valid reason. However, the time limit is provided in clause 14.07.

14.08.3 Authorization - Additional Time

The Human Resources Department Director may authorize paid leaves in addition to those provided in the collective agreement.

14.09 Reduction of Employees

The Company accepts that following the election or appointment of a Union officer; no reduction in numbers of employees within a department will affect their term of office.

14.10 Shop Steward Meetings

It has been agreed between the Company and the Union that a monthly meeting of the Shop Stewards will be held, paid by the Company at straight time, once a month on the second Monday of every month from 14:30 to 16:30 hours.

14.11 Company's offer / Special Assembly

The Company will allow time to the employees to permit them to vote on Company offers. The Company will pay one (1) hour at straight time for day and evening shift employees and two (2) hours for the night shift employees.

All other special meetings will be conditional to mutual agreement.

- 15.00 JEMPORARY PROMOTIONS & EMPLOYMENT
- 15.01 Temporary Promotions

The Union agrees that the Company shall have the right to make any necessary temporary promotions. The Company in turn agrees that any such promotions shall carry the applicable wage rate of the classification and grade, and that under no circumstances, shall the procedure relative to temporary promotions be used to defeat the purposes of any provisions of the present agreement.

The most senior employee in the section will become the appointee. Such temporary promotions shall not exceed six (6) weeks, unless the Shop Committee and the Company mutually agree a longer period to. However, for the choice of the candidate, the temporary promotion to a Lead hand or a foreman's position shall be the sole prerogative of the Company,

The duration of the temporary promotion for the purpose of replacement in case of training and vacation to a position of foreman must not exceed ninety (90) working days per calendar year. In cases where temporary promotion to foreman position are made as a result of an illness such temporary promotion must not exceed one hundred twenty (120) working days per calendar year. Beyond these periods, his seniority will cease to accumulate (temporary foreman).

The shop committee will be informed of all temporary promolion at the moment of the nomination.

15.01.01 Employees transferred between department or section

If during the year, positions become available or an employee transfer is necessary to meet production requirements, the company will post the available positions for six (6) working days to allow employees to apply on the positions. These positions or transfers will be given in priority to employees who have the skills according to the competency chart and thereafter by seniority in the classification.

The Company reserves the right to limit the number of transfer in order to maintain the good working of its operations. However, as much as possible, these transfers will be favoured in order to optimize employee's acquisition of knowledge and in this way increase labour flexibility.

Employees transferred agree to stay in their new department or section for a period of 24 month minimum, unless a new department is created. In this case, the employees can apply to obtain a transfer in this new department and they will be granted by seniority in the classification.

Short term transfers will be granted by seniority among volunteers. If there are no volunteer, short term transfers will be by reverse order of seniority.

The Shop committee will receive a copy of all transfer requesis.

15.02 Temporary employment

In the event where a position becomes vacant because of the absence of an employee, the Company reserves the right to replace, without any internal posting, this employee for the duration of his absence by an external candidate.

The following conditions will be respected for temporary replacemen ls:



15.02.1 Maximum Duration

The temporary replacement can work a maximum of six (6) months per calendar year. After this delay, the job will have to be posted in accordance with the stipulations of Article 11.00, unless there is an agreement with the Union to extend this delay of six (6) months.

15.02.2 Probation

In the event where the temporary replacement obtains a permanent job, the period worked es temporary will be counted in his probationary period as long as it is within the same classification.

15.02.3 Notice to the Union

Far the following circumstances, the Company will inform the Union prior to hiring any temporary replacement:

- · leave of absence
- short-term sickness
- educational leave of absence
- paren tal leave
- union business

In any other circumstances, the hiring of temporary replacements will have to be mutually agreed between the parties.

15.02.4 Lay-off

It is agreed that no permanent employee will be laid-off or on a lay-off as long as a temporary replacement works in the same classification.

15.02.5 Terms

The hiring terms for temporary replacements will be as follows:

- 1. the wage rate of the grade and the classification will be paid;
- 2. the Rand formula will be applied;
- 3. the temporary replacements will be the last ones to be asked for overtime.

16.00 DISPUTES AND GRIEVANCES PROCEDURE

16.01 Strikes lockouts

The parties agree that there shall be no strikes or lock-outs during the term of this agreement as provided by the provisions of the Labour Code of the Province of Quebec. Employees participating in a slackening of work designed to limit production, as described in the Labour Code shall be liable for discipline. Such disciplinary action being subject to the grievance procedure.

- 16.02 list of representatives The designated Company representatives empowered to deal with grievances shall be listed in a letter to the Union by the Industrial Relations director or his designate.
- 16.03 Dispute

Any dispute as herein defined between the Company and employees covered by this agreement shall be subject to adjustment by the procedure prescribed in this article. Employees on probation as defined in Clause 17.01 are covered by this agreement except for discharge. The employment practices of the Company will be conducted in strict accordance with the provisions of the Labour Code of the Province of Quebec.

16.04 Grievance definition A grievance shell be defined es a controversy arising from any of the following:

1. any matter concerning interpretation of any provision of this agreement;

2. any matter purported to be a violation of any provision of this agreement;

3. any matter relating to discrimination or intimidation toward any employee covered by this agreemen t.

16.05 Grievance Procedures

To be considered within grievance procedure, a grievance must be presented within thirty (30) calendar days for warnings, suspensions, demotions and discharge. In other cases, the grievance must be presented within sixty (60) calendar days following the date of the presumed incident given rise to the grievance. Otherwise, it will not be considerate as a valid grievance and will not be subject to arbitration.

1st Step Grievance Procedures

The Union will submit the grievance of the employee to his immediate supervisor with copy to the Human Resources Department.

The immediate supervisor must give his answer to the Union, with a copy to the Human Resources Department, within ten (10) working days following the reception of the grievance; otherwise, the grievance will be considered as accepted, without any prejudice.

If the grievance is not settled at the First Step, the Union may process at Step Two of the grievance procedure within ten (10) working days following the reply of the immediate supervisor, otherwise the grievance will automatically expire.

2nd Step Grievance Procedure

The Union must submit the grievance to the Human Resources Department with copy to the employee's immediate supervisor.

At this stage, the Company and the Union will discuss the grievance at the Communications meeting that will be held every two weeks. The Business Represen tative may attend this meeting. Following this meeting, the Company must give their answer within ten (10) working days following the date of the Communications meeting otherwise the grievance will he considered as accepted, without any prejudice.

If the grievance is not settled at this stage, the Union must give written notice of their intention to proceed to arbitration. This notice must be given to the Company within thirty-one (31) calendar days following receipt of the Company's Step Two reply, otherwise, the grievance will automatically become null and void, unless the parties agree mutually to an extension of time.

Any request for extension of time must be submitted in writing and agreed upon in writing.

Note:

The Union must indicate on the grievance form their intention to refer the grievance to the General Meeting following the dare of reply. Consequently, the thirty-one (31) calendar day delays specified in Clause 16.05 will only commence on the day follo wing that Genera/ Meeting.

Subsequently, notification of the Unions intention to proceed to arbitration or revoke their intention will be given by annotating it on grievance ans wer.

However, in the event of a discharge and subsequent reinstatement of an employee, the Company will not be held liable for compensation covering any delay instigated by the Union beyond the thirty-one (31) calendar days following the reply specified in Clause 16.05 of the Collective Agreement.

16.06 Arbitrator Selection

The arbitrator shall be selected by mutual agreement between the Company and the Union within ten (10) days of receipt of the notice of intent to proceed to arbitration. Should the Company and the Union fail to agree on an impartial arbitrator within the aforementioned ten (10) working day period, either party may request the Minister of labour for the Province of Quebec to appoint an arbitrator within the following ten (10) day period.

16.07 Arbitrator's Jurisdiction

The Union and the Company agree that the arbitrator shall have no power to add or to subtract from or modify any of the terms of this Agreement, but shall have the authority to maintain, reduce or rescind any disciplinary or administrative measure, and to decide the appropriate compensation, if any. The arbitrator's jurisdiction shall be limited to matters concerning the interpretation, application or compliance with the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both the Union and the Company.

17.00 SENIOBITY. JAX-OEF.& RECALL

17.01 Seniority

The seniority of each employee covered by this Collective Agreement shall be established after his probation period has been completed, and then shall be effective from the hiring date. The probation period shall be of ninety (90) working days. In the event en employee fails his probationary period, the Union will have the right to appeal but not to grieve on behalf of the new employee.

17.02 Union Representatives

The follo wing designa ted Union officers and representative will be accorded top seniority by the Company with regards to lay-off.

- Lodge President
- · Vice President
- . Recording Secretary
- . Financial Secretary
- Treasurer
- . Three (3) members of the Shop Committee, plus one (1) afternoon shift representative
- . Three (3) members of the Negotiation Committee

17.03 Union Business Leave

Should an employee of Rolls-Royce (Canada) Limited be elected or appointed to a position with the International Association of Machinists or Aerospace Workers or an affiliated Union Organisation, his seniority shall be suspended four (4) years after his office entrance. If that nornination should end and that the employee returns to Rolls Royce (Canada) limited, the Company recognizes all his seniority including the (4) years.

17.04 Seniority suspended An employee's seniority shall be suspended under the following conditions:

- a) any leave of absence without pay of more than sixty (60) calendar days;
- b) an employee on sick leave, workmen':; compensation or family leave (Clause 9.02) or any other leave of absence will cease to accrue seniority eighteen (18) months after the day he has been served with notice of lay-off if he (she) had been at work;
- c) lay-off exceeding eighteen (18) months.
- 17.04.1 Seniority Lost

An employee will *lose* his seniority and his work ties will be interrupted with Rolls Royce in the following conditions:

- al if he resigns
- b) if he is dismissed for a reasonable and fair motive.

17.05 Lead Hands - Grade "A"

The seniority list, for lay-off purposes, of "A" grades shall include the Lead Hands of this classification. Therefore, the seniority of Lead Hands shall be considered together with their seniority as "A" for this purpose.

17.06 Restored seniority

An employee on lay-off with less than two (2) years ' seniority at the time of lay-off shall have his seniority restored to him if he is recall within one (1) year of la y-off.

An employee on lay-off with two (2) years seniority or more at the time of lay-off shall have his former seniority restored to him if he is recall within four (4) years of lay-off.

17.07 Accrued seniority

An employee who has been upgraded within a classification may at time of lay-off, add the seniority he accrued in his previous grades within his classification to the seniority of his new grade.

17.08 Layoff

The seniority will be recognised as set forth in Clause 17.01.

Before a lay-off, the Company will give, at its own discretion, to the employees concerned either a lay-off notice or a payment in lieu as follo wed:

•	less than 5 years seniority:	10 working days
	from 5 years to 9 years seniority (incl.):	20 working days
	years and more seniority:	40 working days

Before giving a lay-off notice to an employee, the Company agrees to give a five (5) working day notice to the Union.

17.09 Plant seniority

The Company agree's that plant seniority with respect to classification shall be the primary factor in all cases to lay-off subject to the follo wing exceptions:

- al in the event a production embarrassment results, the seniority within classification will prevail
- b) clauses 17.02, 17.10 & 17.15

17.10 Ability - special training

Four (4) employees, who have ability because of proven special training or who because of special ability are essential to the efficient operation of the plant may be retained or recall if laid-off, out of seniority sequence, provided such employees are placed on jobs making use of such ability. No more than two (2) employees may be accorded this provision in any single department.

The Company agrees that the above provisions regarding special training will apply only during the twelve (12) months commencing from the initial utilization of such special training and provided the utilization of such training occurs within twenty-four (24) months of the completion of the training.

In addition, the Company will be allowed to protect four (4) employees because of special ability but not more than one (1) employee in any one department.

Note:

Should there be a reduction in the number of protected Union people as per Clause 17.02, the same quantity will be reduced from the Company's protection as per Clause Y 7.10.

17.11 Lay-off procedure

The following will take place in exercising bumping rights:

- al All lay-off shall be made by classification in reverse order of seniority.
- b) If the employee still remains on the lay-off list the following will apply:

An employee, who is subject to lay-off, has the privilege of returning to his former classification, provided his seniority in this classification is greater than another employee in that classifica lion.

17.12 Probation

Employees on probation will automatically return to their former classification, but will retain acquired rights to the probationary position in accordance with the provisions of Clause 17.22.

- **17.13** Bumping rights Employees not wishing to exercise their bumping rights, will inform the Company accordingly in writing at time of lay-off.
- 17.14 Emergency

In the event of emergency conditions beyond the reasonable control of the Company which prevent the normal operation of the Company, a temporary lay-off for the duration of the emergency may be made without regard to the lay-off provisions of this article or to Clause 16.01.

17.15 Sub-contracts

In the event of a lay-off, the Joint committee, as specified in Article 26 of the Collective Agreement will re-evaluate the work it has given out on sub-contracts in order to minimize the impact of this decision or even to avoid lay-off.

To do so, the Joint Committee will meet within fifteen (15) days and will use, amongst o thers, the follo wing measures:

- al Locate vacancies or potential vacancies within the Company for which the individuals possess the necessary qualifications to be relocated;
- b) Locate vacancies or potential vacancies within the Company for which the individuals possess the necessary aptitude end qualifications to be m-trained;
- c) Identify the training needs of the employees concerned which are necessary for their relocation to a vacant position within the Company; An employee changing to a lower grade due to sub-contract will have his salary maintained for a two (2) year period.
- d) Advisory assistance leading to relocation.

Furthermore, the Company agrees to conform to the requirements of Bill 49, Article 45, of the Manpower Vocational Training and Qualification Act.

17.16 Technological changers

The Company and the Union agree that in the event of a lay-off caused by technological changes, eve/y effort will be made to alleviate its effects upon the employees concerned.

17.16.1 Definition

Any change brought about in the Company's operations due to the introduction of new machinery or equipment, or modifications to existing machinery and equipment.

Shall be considered as technological changes, all changes in method of work, ail introduction of new process or any changes to *the* actual process resulting from the implementation of the new work organisation. In such case, the one hundred twenty (120) days notice as provided for under Point I of the present Clause will not *appl* y.

The following procedure will be followed:

- a) in the event of a lay-off due to the introduction of a technological change, the Company will give the Union a notice of not less than one hundred and twenty (120) calendar days prior to implementation of that change;
- b) the Company will provide training to employees affected by these changes. An employee changing to a lower grade or classification due to technological changes will have his salary maintained for a two (2) year period;
- c) if an employee is involved in a lay-off due to technological changes, the Union and the Company will meet within fifteen (15) days of notification with a view to finding solutions to the follo wing questions:
 - Iocation of vacancies or potential vacancies within the Company for which the individuals possess the necessary qualifications to be relocated;
 - location of vacancies or potential vacancies within the Company for which the individuals possess the necessary aptitude and qualifications to be re-trained;
 - advisory assistance leading to relocation.
- 17.17 Recall procedure

Recall shall be by seniority within a classification. With reference to clauses 17.07 and 17.11 above, an employee's right to recall to his original grade shall not be annulled in exercising this prerogative.

17.18 Telephone and Courier

Recall shall be by means of a telephone or courier, sent to the *emplo* yee at his last known address registered with the Company and verified at time of lay-off. Failure to respond to the Company within five (5) working days from the notification by telephone or courier and to report to work within ten (10) working days from the notification by telephone or courier, will mean forfeiture of recall rights and seniority, unless a humanitarian reason is given. The Union will be informed by receiving copies of the telephones and/or letters sent by courier.

17.19 Posted job opening

An employee on lay-off who accepts a posted job opening, retains one recall to his former classification during his probationary period. If the employee fails this probationary period, he will be placed back on the recall list and can displace any employee with less seniority who has been recalled.

Note: The time spent in this probationary period will not be added to any former classification.

17.20 Right of recall

Employees on lay-off will have the right to be recalled in any of the classifications in which they have established seniority rights, provided they have not stated otherwise in writing.

17.21 Recall refusal

Employees will have the right to refuse a recall in any of the classifications in which they have claimed a recall right, except that they do not have the right to refuse a recall in the classification of the initial lay-off.

if they refuse in another classification they will then lose their recall right in that same classification.

17.22 Probation - right

Employees on probation, who where returned to their former classification due to a lay-off situation, will retain acquired rights to the probationary position. Employees so affected will begin their probationary period anew, when the opening again becomes available.

18.00 DISCHARGE AND SUSPENSION

18.01 Delay

The Company is committed to take disciplinary measures within thirty (30) calendar days following the knowledge of the event when the presumed infraction took place, otherwise the disciplinary measures will not be valid.

18.02 Letter of Warning and Letter of Suspension

Letters of warning, suspension, demotion or dismissal are measures likely to be applied by the employer taking into account the seriousness and the frequency of the reproached offence and in a way that the sanction imposed be in proportion with the mistake made.

a) Letter of warning

- This letter must stipulate length of warning up to a *maximum* of six (6) month from date of issue.
- For new misdemeanours, extend letter for a period of additional six (6) months from date of new misdemeanour.
- Remove letter from personal file once period of effectiveness has elapsed.
- b) Letter of suspension
 - This letter will be removed from personal file after a period of two (2) years from date of issue.
- c) Demotion

A demotion resulting from a problem of professional skill as provided in article 11 of the collective agreement wilt remain on file for a maximum period of twelve (12) months. To return to his initial classification, the employee in order to progress will have to pass a theoretical test and a practical examination related to the fault made and obtain a 70% result passing grade. The probationary period provided between the theoretical exam and the practical exam will not apply. At the end of that period, the letter will be withdrawn from the employee's file.

18.03 Discharge and Suspension

The Company agrees that no employee having seniority shall be suspended or discharged except for just and sufficient proven cause.

It further agrees to notify the Shop Committee of the discharge or suspension of any employee with seniority so that the employee may invoke the grievance procedure if he alleges the discharge or suspension is not warranted.

Notice will be given to the Union twenty-four (24) hours before the actual discharge or suspension, except where the continued employment of the person concerned is detrimen tal to the safe or efficient operation of the plant, or where the nature of the misdemeanor obviously warrants and demands summary discharge.

Without limiting the generality of the foregoing, the following infractions of discipline, amongst others, shall be cause for summary discharge:

- a) proven impaired ability due to the influence of intoxicating liquor or non prescribed drugs;
- b) proven flagrant insubordination;
- c) proven indecent behavior;
- d) proven theft, or willful damage to Company property or the property of the Company's customers in the Company's custody;
- e) proven falsification of an attendance record;
- f) proven false sta temen ts in employment applications except for those employed over five (5) years;
- g) proven excessive spoilage due to carelessness;
- h) proven persistent lateness and absenteeism.

In case of summary discharge, the employee may consult with the Union representatives in the confines of the Human Resources' Conference Room, in priva te.

18.04 Reinstatement

The company agrees that should it be established after negotiation with the Union that an unjust discharge or suspension has occurred, the employee concerned shall be reins ta ted.

Compensation if any, to be paid in lieu of lost time shall be agreed between the Company and the Union. There shall not, however, be any punitive payment assessable against the Company whose *liability* under the clause is limited to the normal earnings at base rate plus shift premium, if applicable, which were lost by the employee during the negotiation of his case. Such payment shall be reduced by the total value of any earnings received from another employer during such severance period.

- 19.00 UNION SECURITY
- **19.01** Deduction by the Company

The company agrees to deduct initiation fees and Union dues for employees who are or who become members of the Union during the term of this agreement upon receipt of written authorisation of such deduction.

19.02 Condition of employment

The Company agrees that all existing employees, who at the signing of this agreement, are not members of the Union, and all new employees shall be obliged, as a condition of employment, to consent in writing to a deduction of the equivalent dues from wages and to sign a check-off authorisation for same.

19.03 Deduction remittance

All deductions pursuant to Clauses 19.01 and 19.02 above shall be remitted to the *Financial* Secretary of Lodge 869, International Association of Machinists and Aerospace Workers, before the end of the month following the deduction.

II9.04 Promotion - transfer

Employees promoted or tranferred to a position outside any Bargaining Unit may continue to accumulate Union seniority for a period of ninety (90) worked days by continuing to pay their Union dues. If during that period, the employees do not return in the Bargaining Unit, their seniority will be lost.

19.05 Promotion, transfer to another Bargaining Unit

Employees promoted or transferred within Rolls Royce to another Bargaining Unit (L869 and L2468) can stay members of Lodge 869 for the duration of their probation by continuing to pay Union dues. During this period they can choose to return to Lodge 869 without loss of rights and seniority. After this period, an employee cannot return to Lodge 869, unless there is a vacant position, and only if no member of the Lodge is applying for that position. His accumulated rights and seniority in Lodge 869 before this transfer will be credited after one (1) year in this new position.

19.06 Action at law

In the event of any action at law against the parties hereto, resulting from any deduction or deductions from payrolls made or to be made pursuant to Clauses 19.01 or 19.02, both parties shall co-operate fully in the defence of such action. The Company may, however, engage counsel, of their own choosing, at their own expense, and in such circumstances shall no t be responsible for any of the legal fees of Union's Counsel.

Save as aforesaid, the Union shall indemnify and save harmless the Company from any loses, damages, costs or expenses suffered or sustained by the Company as a result of the above deduction or deductions from payrolls.

- 20.00 PRIVILEGES
- 20.01 Grace

The Union agrees that all privileges are matters of grace and are beyond the terms or limitations of this agreement

20.02 Privileges After Signature The Company agrees that it does not contemplate reducing privileges by reason of the signing of this agreement, but reserves the right to take any action concerning privileges as it may deem fit in the light of circumstances at any time.

20.03 Economic situation of the Company - Security The Company intends to continue in effect those privileges now enjoyed by the employees, unless or until such continuation in terferes with the safe, proper or economic operation of the Company.

20.04 Discussions

The Company agrees, however, that any alteration or curtailment or privileges which are in effect at the signing of this agreement shall be discussed with the Union over a period of ten (10) days or longer by agreement, with a view to elimination of abuses, without, however, limiting the validity of Clauses 20.01 or 20.02 above.

- 21.00 <u>EMPLOYEEBENEFITS</u> The company recognises the same sex spouse for the purpose of fringe benefits and pension plan.
- 21.01 Payment of premiums

The Company shall continue to assume the full cost of the premiums for the upkeep of the following plans, in force at the time of signing of this agreement, namely the Group Life Insurance, the Health, Accident, Weekly Indemnity end the Dental Plan Insurance schemes.

21.02 Discussions

When deemed necessary, the Company and the Union will meat to discuss matters of mutual interest in the areas of Group Insurance, L. T.D. and Dental Plan.

21.03 Benefits outlined by underwriter's policy The benefits outlined in this article are restricted to the terms contained in the underwriter's policy which shall be the controlling document for entitlement to benefits.

The Company Rolls-Royce (Canada) will institute a formal procedure which will permit an employee to appeal a decision from the Insurance company.

An insurance card identification will be provided to ensure a better identification for foreign trips.

21.04 Reduced contribution legislation

In the event of the introduction of legislation which reduces the Company's total contribution to the above plans, during the life of this agreement, the Company will use such savings to purchase additional benefits, and/or remit these savings to the employees. From these savings will first be deducted any premiums levied by this legislation against the Company.

GROUP LIFE INSURANCE

Eligibility Employees with three (3) months service will be covered by the Group life Insurance Plan.

21.06 Amount of insurance

21.05

The Life Insurance will be an amount of insurance equal to twice the annual basic salary to the next higher multiple of 100\$.

Notwithstanding the provisions of Clause 2 1.07, Life insurance coverage will be adjusted the first day of the month following the wage increase.

For employees wishing to continue to work beyond age 65, the amount of life insurance will be modified as follow:

65 to 67 years: twice (2) basic salary 67 to 70 years: one (1) base salary 70 years and over: 5,000 \$

Within 30 days of termination, all employees will have the option to continue their life insurance at their cost.

21.07 Coverage revised amounts

The Company shall apply to the Insurance firm for the above revised amounts of coverage immediately after the signing of the present agreement, aiming at their becoming effective within fourteen (14) days after the signature

HEALTH, **L.T.D.**, ACCIDENT, DENTAL, AND WEEKLY INDEMNITY **INSURANCE**

21.08 Modification

The protection (afforded under these policies will not change as a result of the signing of this agreement except for the following weekly indemnity schedule.

21.09 Eligibility - benefits Employees with three (3) months service will be paid at 66 2/3% of base wages, This plan is registered with U. I. C.

21.10 Coverage revised amounts / Precription Drug Card The Company shall apply to the Insurance firm for the above revised amounts immediately after the signing of the present agreement, aiming at their becoming effective within fourteen (14) days after the s&nature.

> A prescription card will be issued to all eligible employees on January 1st 2000. The company covers generic drugs at 100% and 90% of the original drugs unless the original is specifically prescribe for medical reason. All eligible employees must register their dependent before the new program comes into effect. This coverage applies after the amount annually deductible as set forth in the plan.

21.11 Eligibility - Dental Plan

Employees with three (3) months service will be covered by a Company sponsored Dental Plan. This plan will cover:

al Routine treatments as detailed in the policy:100% of the amount is paid by the insurance company; no deductible;

Maximum coverage for routine treatments is \$1000 per employee and per dependent per year and, \$500 for employees qualifying after the 1st of July in any given year;

b) Major treatments as detailed in the policy: 80% of the amount is paid by the insurance company and 20% constitute:: the participation of the employee; no deductible;

Maximum coverage for major treatments is \$1500 per employee and per dependent per year, and \$750 for employees qualifying after the 1st of July in any given year.

50% of expenses related to Orthodontia treament will be reimbursed to a maximum of \$1500 over the lifetime of an employee and his (her) dependent(s).

21.12 Death

At the time of the death of an employee, members of his family remain covered for health benefits for a one (1) year period following the date of the death.

21.13 Vision Car

Employees with three (3) months service will be covered by a *Compan* y sponsored Vision Care Plan.

This vision care plan will cover:

- One eye examination every two years, 100% will be paid by the insurance company;
- Insurance for the payment of prescription glasses and contact lenses up to a maximum of \$200.00 / 2 years.
- 21.14 LONG TERM DISABILITY (L.T.D.)

21.14.1 Mandatory participation

Long Term Disability plan is mandatory after the probation. The premiums will be paid as follows: employees with less than five (5) years of participation in the plan will pay 50% of the premium, employees with five (5) years and more will have their premiums paid at 100% by the Company.

Employees sick on L. T. D. will be paid by the Insurance company at 66 2/3% of their base wage.

Employees of 65 years old and more will not be covered by the long term disability plan.

22.00 WEEKLY INDEMNITY AND PAID PERSONAL LEAVE

22.01 Weekly Indemnity

Employees absent on account of illness or accident will be paid at 66-2/3% of base wage, under reserve of paragraph (a), (b), (c). This plan is registered with U.I.C.

- al For illness of one (1) and two (2) days: No pay and the employee report to Supervisor.
- b) For illness of three (3) and four (4) de ys inclusive: Payment from Insurance Company will begin on third da y. The employee reports to the Medical Center with attending physician's statement.
- c) For illness of five (5) days and more: Payment will begin on the third (3rd) day, and will continue for the duration of the illness, but the Company will reimburse the employee for the first two (2) days at 66-2/3% of his base rate, provided these days fall on working days.

Weekly Indemnity shall commence to accrue upon the expiration of the waiting period, as indicated in

point (b) and (c) of this clause, but in no case, prior to the day the employee is treated by a physician who has issued a valid medical certificate.

- d) In the case of illness or accident, employees can ask the Company to advance their salary in accordance with the following:
 - A maximum of four (4) weeks will be paid.
 - The applicable rate will be 66-2/3%.
 - The Company reserves the right to refuse such demands.
- 22.02 Paid personal leave Notwithstanding Clause 22.01, the Company will reimburse employees at full rate of pay for absences limited as follo ws:
 - One (1) working day per calendar year for employees with less than one (1) year of continuous service;
 - Four (4) working days per calendar year for employees with one (1) year and up to fifteen (15) years of continuous service;
 - Five (5) working days per calendar year for employees with fifteen (15) years and up to twenty (20) years of continuous service;
 - Seven (7) working days per calendar year for employees with twenty (20) years or more of continuous service.

If at the end of the calendar year, the employee has not taken any or part of his allocated days as specified in this clause, he will receive the equivalent in pay.

22.03 Medical examination

When deemed necessary the Company's Medical Director, during the period of absence due to illness, an employee may be required to submit to a medical examination and/or consult the nurse or the Company's Medical Director.

22.04 Exclusion

The provisions of Clause 22.01 will not apply in cases covered by the "Commission Santé Sécurité au Travail" or cases of injury where the weekly indemnity is applicable from the first day of absence.

22.05 Permanent medical restriction

The parties agree that, when an employee comes back to work following a medical leave, work related or not, and that he is unable to do his regular work and that in a permanent way, because of permanent medical restrictions approved by the medical service and that there is no vacant position available corresponding to his restrictions, the employee must prevail of the bumping right as provided in articles 17 and following of the collective agreement and bump another employee with less seniority than him, as if he had been bumped. The parties also agree that this process is initiated when a sickness or an invalidity of the employee is consolidated and that an employee's doctor establishes the permanent medical restriction:; and verified by the medical service of Rolls Royce.

The employee who exercise this right will be able to move another employee inside all the occupation for whom he is qualified and maybe qualified in the delays determined by the joint committee. It is also provided that any employee who exercises this right will be paid at the rate of his old classification for the balance of the longterm disability period. At the end of that period, the employee will be remunerated at the rate of the classification of his assignment. Employees bumped by this privilege must prevail of their bumping right as provided in the disposition of the collective agreement.

The joint committee formed by the President, the local lodge 869 prevention representative and the Human Resources director will supervise the integration steps.

23.00 PENSION PLAN

23.01 Modification and/or Amendment

The present Pension Plan shall continue in its present form and as subsequently amended. However, when deemed necessary, the Company and the Union will meet to discuss matters of mutual interest with regards to the Pension Plan.

The Company commits to continue the application of the Pension Plan in its present form and that all amendments will be with the Union's agreement and this, for the duration of this Collective Agreement.

In addition, at the next actuarial evaluation, the Company will review with the President and the Union representatives, the financial situation of the Plan.

Contributions will cease after thirty-five (35) years in the plan. Employees who have suspended contribution to age of fortyfive (45) will be able to re-contribute at any time.

23.02 Bridge benefit

In addition to your retirement pension, a participant who opts for an early retirement will receive a Bridge Benefit. This benefit shall cease once the participant is eligible to receive OAS (Old Age Security).

The average of the Y.M.P.E. for the last three (3) years preceding -the retirement date will be calculated, reduced to 25% of average and divided by 35 and multiplied by the years of credited service. This benefit shall be reduced by 1/4 of 1% for each month that proceeds his early retirement date.

23.03 Employees pension

Employees wishing to continue to work beyond age 65 cease to contribute to the pension plan, their pension will be increased on an actuarial basis taking into consideration the normal age of retirement (65 years old)

23.04 Penalties -Early retirement

Employees of 60 years of age or more, who wish to retire, will be able to do so without any penalty. However, employees between 55 and 59 years of age inclusively, who wish to retire early will be penalized 14 OF 1 % per month.

24.00 HEALTH AND SAFETY

In order to insure the well-being, the health and safety of his employees at all times in the workplace, the company will take the necessary measures compatible with its responsibilities and obligations in order to respect the provisions of different laws and regulations in force in matter of health and safety at work.

Furthermore, the Company recognises the duty to utilize methods and techniques necessary to identify, control and eleminate risks that could affect the health and safety of employees. The Company must also provide safe equipment and the means and individual safety equipment in order to ensure the health, safety and integrity of all employees.

24.01 Health and safety committee

A Health and Safety Committe will be instituted in accordance with current Government regulations. Included in the Committe will not be less than three (3) members of lodge 869.

24.02 CSST payment

Following a work accident, employees can ask the Company for additional weeks of pay according to the follo wing:

- a maximum of four (4) weeks additional will be paid;
- the applicable rate will be 66 2/3%;
- the Company reserves the right to refuse such demands.

24.03 Time allocated to prevention

The time allocated to Union representatives for prevention purposes, will be in line with the terms of the legislation. This time will be divided amongst those representatives, as long as production requirements are met.

24.04 Prevention representative

The Company agrees that the prevention representative plays a key role during work place inspections for the purpose of prevention. The represent tative can intervene with the administrators and persons in charge of projects in all situations contravening the provisions con tained in legislation and regulations in matters of health and safety at work.

25.00 INTERPRETATION

25.01 - Languages -

The Company and the Union recognize the right of all employees to submit grievances in either French or English. The Company shall answer such grievances in the language originally used.

In accordance with the dispositions of "La Charte de la langue française", the French language of this agreement is the official one as far as the application and the interpretation of the contract is concerned.

Whenever the masculine gender has been used in this agreement, it refers equally to male and female employees.

26.00 JOINT COMMIT-TEE

The Company and the Union are committed to build a dynamic customer driven organization through a strong partnership and communication of a shared vision in harmony with our people. To this end, a Joint Committee of eight (8) members will be created with a view of reviewing the Collective Agreement and its application in a partnership spirit.

The two parties are aiming for a partnership based on participation, the priority being given to the achievement of a relationship founded on mutual confidence and respect, a partnership dedicated to stable, rewarding and permanent employment within a competitive and profitable Company.

In order to allow the Joint Committee to achieve the mandate it is given, the partners commit themselves to share all necessary information in order to favour the upholding of the work within the Bargaining Unit.

No Amendment will be made to the Collective Agreement unless mutually agreed by both parties.

The working rules of the Committee will be decided by the Committee members at is creation and any modification to these rules will have to be agreed by the Committee members.

27.00 DURATION OF AGREEMENT

27.01 Dates

This Collective Agreement shall become effective retroactively on April 4, 1999 as follows:

Three (3) years see following dates, on mechanical clauses (including all benefits) and on monetary clauses

Dates:	

 First year:
 from April 4, 1999 to April 1,2000

 Second year:
 from April 2, 2000 to March 31, 2001

 Third year:
 from April 1, 2001 ta March 30, 2002

27.02 Renewal of agreement or notice of intent to negotiate a new agreement

Prior to the expiration of this collective agreement, a letter of intent to negotiate will serve as notification, with a copy sent to the Minister of Labour, in accordance with the current Labour Code.

In addition, presentation of the demands will be made within eight (8) calendar days of the receiving of such fetter or at the expiration of the current agreement whichever is earlier.

Should there be, during the *life* of this agreement, a work cessation due to any reason, or if after the expiration of the present agreement, there is a strike, in accordance with the Quebec Labour Code, the Union agrees that boiler room personnel will be allowed to enter the premises and perform their work. Aft other essential services to be maintained during a work cessation shall be mutually agreed by the parties.

- **27.03** Continuation of terms and conditions However, in case a new agreement is not signed before the expiration of the present one, without prejudice of the rights, of one or the other parties, having recourse to strike or lockout, or other rights by law, the terms and conditions of the present agreement will continue to apply until a new agreement is signed.
- 28.00 Joint Training Committee Joint Training Committee is formed of two (2) Local lodge 859 representatives:, the Chief of Technical Training Service and one (1) Company representative.

The committee will meet a minimum of once a month.

The role of the committee, without being exclusive, is:

1 - Issue recommendations on training programs

2- Establish the training needs according to the Company's business objectives end the employees skills

3- Establish intervention priorities and the setting in place of training process

- 4- Establish the objectives of training programs
- 5- Elaborate tools to measure objectives reached
- 6- Review tests on progression and apprenticeship process
- 7- Review test results in case of failure
- 8- Follow the apprentices development
- *9* Suggest solutions; to problems that can appear and make recommendations consequently

APPENDIX "A"

DESCRIPTION OF LABOUR CLASSIFICATIONS

Introduction

All employees will be classified and graded in accordance with the following labour classifications descriptions for the purpose of establishing the relevant wage rate for employees. All employees will be responsible for their own work.

When employees are required to perform work outside their normal classification, in the interest of the most efficient utilization of the work farce, they will receive their current wage rate in their own classification or the rate of the job if it is higher.

It is hereby agreed that when circumstances occur where the Company wishes to apply Appendix "A", prior discussions will take place with the Union President and the Shop Committee in order to explore the impact on the classification.

Ail employees will operate computer terminals as required in the performance of their duties.

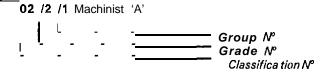
In the event where an employee would be required to work full time in a classifica tion other than his own and in which there is a lay-off, it is understood that the duration of this assignment cannot be longer than ten (10) consecutive working days unless there is an agreement between the Company, the President of the Union and the Shop Committee.

In the event of a temporary recall, only the employees of the concerned classification will be recalled by seniority order. An employee refusing such a temporary recall will not loose his right for permanent recall, as defined in Clause 17.18 of the collective agreement.

Legend

A job description is preceded by an identification number which covers the classification, grade and group of the skill,

Example:



- -/-/1 Definition of a Journeyman Shall be one who is capable to satisfy the Company that:
 - 1. he has passed through a recognized apprenticeship training or that he has at least four (4) years of experience in his trade;
 - 2, shall be capable of performing all functions of that classification for which he is classified as a journeyman, as required by the Company.
- -/1/- Lead Hand

A Lead Hand is a working employee who, because of a specific job knowledge and leadershi, qualities, shall assist his immediate superior in allocating and maintaining the work program and be responsible for his section or group by:

- Distributing the work amongst the employees of their section.
- Ensuring that parts, equipment and documents are available to perform the assigned work.
- Resolving technical problems and maintaining liaison with service departments, with the -full support of the immediate superior.
- Participating, as required, in production and supervision meetings.
- Ensuring that on the job training is provided.
- Ensuring good continuation of work between shifts.
- Informing his immediate superior of all production-related incidents.
- Helping maintain a safe working environment.

The Lead Hand does not possess any disciplinary power.

02/2/1 Machinist Grade "A"

Shall be one who is able to satisfy the Company that he has completed an apprenticeship in the machinist trade or can satisfy the Company that he has had at least four (4) years of experience working the basic machine tools used by the Company. He shall be capable of working competently from drawings and be able to set up for himself or other equal or lower grades of machinists. He shall & burr his work by hand and be responsible for the quality of his work.

02/4/2 Machinist Grade "B"

Shall be capable of working from sketches, schemes end component drawings with designa ted dimensions and shall check his own work. Inability to set up his machine shall not be a disqualifying factor for this grade. He shall deburr his work by hand and be capable of using measuring instruments sufficiently to be responsible for the quality of his own work.

07/2/1 Sheet Metal Worker Grade "A" A Sheet Metal Worker Grade "A" shell be capable of performing all sheet metal operations by hand or machine, including lay-out and marking off. He can be required to guide or set up for lower grades. He shall deburr his work by hand and be responsible for his work.

07/4/2 Sheet Metal Worker Grade "B"

A Sheet Metal Worker Grade "B" is one who is capable of working from sketches, schemes and component drawings with designated dimensions end checking his own work. He shall perform operations using sheet metal equipment and be capable of hand planishing. He may obtain guidance from a Sheet Metal Worker Grade "A", but he shell remain responsible for his own work.

10/2/1 Fitter Grade "A"

Shall be one who is able to satisfy the Company that he has completed an apprenticeship as an aero engine fitter or that he has had at least four (4) years of experience as an aero engine fitter. He shall be competent to perform all fitting and assembling work required by the Company, and shall be responsible for the quality of his work. He shell assist others in the performance of their work if required.

10/4/2 Fitter Grade "B"

Shall be one who is capable to carry out all necessary operations required for engine assembly, or unit assembly, or detail fitting or balancing. He shall be responsible for the quality of his own work.

12/2/1 Welder Grade "A"

Shall be one who is competent to perform all types of welding and brazing operations required by the Company. He shall, if required by the Company, prepare parts for welding or brazing and use dye check hand sprays if necessary to ensure the integrity of his work.

12/4/2 Welder Grade "B"

Shall be capable of carrying out all welding operations with the exception of Argon Arc welding. He shall, as required, set up resistance welding machines for other employees. He shall also be capable of performing brazing. The employee will have completed a recognized training course.

Employees who are undergoing the relevant training outside the Company will be given the opportunity to improve their skills by using Argon Arc equipment, under the guidance of a lead Hand or Welder "A" in order to be qualified to apply for Welder "A" vacancies.

16/2/2 Polisher Grade "A"

Shall be qualified to perform all types of polishing required by the Company's operations. He shall also pre-inspect and post-inspect his own work.

16/4/3 Polisher Grade "B"

Shall be capable to polish components to form gauges and measuring instruments, work to sketches, showing designated dimensions, and is able to operate all types of abrasive polishing equipment to obtain the various surface finishes required by the nature of the Company's operations. He shall also pre-inspect and post-inspect his own work.

20/2/1 Tester Grade "A"

Shall be one who is competent to carry out all work required in performance testing engines and engine units, including the installation of the engine or unit on the test equipment, starting and running the engine or unit to a test schedule, and record and compile test results and reports after adequate training from instrument reading obtained during running.

He shall be required to rectify any minor air, fuel or oil leak and change any accessories as necessary to complete a satisfactory test run.

20/4/2 Tester Grade "B"

Shall be one who is engaged to assist a Grade "A" Tester or is employed solely in any one of a Grade "A" Tester duties with the exception of testing the engine alone.

22/-/3 Pressure Tester

Shall be capable of performing all pressure testing operations, including the repair of leaks in components and assemblies by approved methods.

25/2/1 Inspector Grade "A"

Shall be one who has satisfied the Company that he has completed a recognized apprenticeship in a precision engineering trade or that he has at least four (4) years of experience in such a trade. He shall be competent to perform all inspection functions required by the nature of the Company's operations.

25/4/2 Inspector Grade "B"

Shall be capable of parforming the required inspection in any of the follo wing groups:

1. sheet metal, welding, polishing and processing;

2. gauge room and components dimensional inspection;

3. engine strip inspection.

Shall not perform "first-offs" machine shop bay inspection or assembly inspection.

25/6/3 Inspector Grade "C"

Shall be engaged under guidance to perform any of the fallo wing inspection functions:

- 1. view inspection with or without binoculars;
- 2. repetition detail inspection;
- 3. repetition sheet metal assembly inspection;
- 4. stamping and etching for identification;
- 5. simple dimensional inspection.
- 26/2/1 N.D.T. Inspector Grade "A"

Shall be one who is certified in accordance with the requirements of *MIL* STD 410, CGSB or equivalent specifications to carry out and direct both magnetic particle and liquid penetrant inspection tests. He shall also be able to perform binocular inspection in accordance with Company requirements. He must be able to read and interpret indications and evaluate them with reference to applicable standards and specifications.

In addition, he shall be able to dress or remove defects in components in accordance with laid down standards and to call up repair schemes for parts which he has found to be repairable. He shall also be able to perform strip inspection on components for which he has received instruction.

A Grade "A " N.D. T. Inspector will be required to provide training to and work with Grade "B" N.D.T. Inspectors and Grade "C" Operators.

26/4/2 N.D.T. Inspector Grade "B"

Shall be one who is certified in accordance with the requirements of *MIL* STD 410, CGSB or equivalent specifications to carry out and direct liquid penetrant inspection tests. He shall also be able to perform binocular inspection in accordance with Company requirements. He must be able to read and interpret indications and evaluate them with reference to applicable standards and specifications.

In addition, he shall call up repair schemes for parts which he has found to be repairable. He shall also be able to perform *strip* inspection on components for which he has received instruction.

A Grade "B" N. D.T. Inspector may be required to work with a Grade "A " N. D. T. Inspector in the magnetic particle process and will also be required to provide training to and work with a Grade "C" N.D.T. Operator in the liquid penetrant process.

26/6/3 N.D.T. Operator Grade "C"

Shall be one who is capable of preparing for and conducting magnetic particle or liquid penetrant tests. He may examine components for indications but shall not be responsible for interpretation and the acceptance or rejection of parts. tie shall work under the guidance of an N. D. T. Inspector Grade "A" or Grade "B" and may be required to be certified as an Operator in accordance with MIL STD 4 10, CGSB or equivalent specifications in the test procedures to be followed.

Note:

Dye check operations shall not be construed as being limited to inspection classifications. Such apparatus may be used by other classifications as an ancillary process necessary to perform their work.

30/2/1 Plater - Processor

Shall be one who is competent to carry out electro-chemical processes to produce plated surfaces to the Company's specifications. He shall also be competent to carry out all process treatments required by the nature of the Company's operations and shall be capable of interpreting drawings and process specifications and using the necessary instruments to determine plating thickness.

30/4/2 Processor Grade "A"

Shall be one who is competent to carry out all process treatments as required by the nature of the Company's operations.

30/6/3 Processor Grade "B"

Shall be capable of performing the following functions:

- 1. degreasing;
- 2. abrasive cleaning;
- 3. chemical cleaning;

He shall also be capable of working under the guidance of a Plater-Processor and/or a Processor Grade "A" on other than the above processes.

- **32/2/1** Spray Painter Grade "A" A Grade "A" Spray Painter shall be able to use all spray painting equipment to the specifications required by the Company's operations, and be familiar with the appropriate air pressures and materials used. He will also be capable of interpreting drawings symbols as established by the Company on its working drawings.
- 32/4/2 Spray Painter Grade "IS Shall be capable of preparing and masking any component to be painted. Also using repair schemes or drawings he shall be capable to spray paint under guidance of a Grade "A" Spray painter.
- **32/4/3** Spray Painter Grade "C" A Grade "C" Spray Painter shall first be one who is capable of preparing and masking all surfaces on any component to be painted and shall also be capable of working under the guidance of a Grade "A" Spray Painter on any other painting operation.
- 34/2/1 Heat Treater Grade "A" Shall be one who has satisfied the Company as to his ability to perform all heat treatment, material hardening, furnace brazing and other furnace heat treatment processes required in the manufacture of the Company's products. He shall be sufficiently familiar with materials and heat treatment process specifications to be competent to carry out these duties without direction.

- 34/4/2 Heat Treater Grade "B" Shall be one who is required to assist a Heat Treater Grade "A" in all aspects of heat treatment. He shall be capable, as required, of preparing work for furnaces for the heat treatment process.
- **36/2/1** Electronic Technician Grade "A" Shall be one who will assist an Electronic Technician in the installation, service, maintenance and manufacture of any electronic equipment and electrical instruments required by the nature of the Company's product. He shall be capable of producing the electronic diagrams pertaining to such equipment.
- 36/4/2 Electronic Technician Grade "B" Shall be one who has been instructed to perform alone or will assist the Electronics Technician Grade "A" in the performance of the above duties.
- 37/2/1 General Instrument Mechanic Grade "A" Shall be one who is competent to install, service, and calibrate any hydraulic, mechanical and pneumatic instruments required by the nature of the Company's product.
- **37/4/2** General Instrument Mechanic **Grade** "B" Shall be one who has been instructed to perform alone or will assist a Grade "A" General Instrument Mechanic in the performance of the above duties.

Classifications 37/2/1 and 37/4/2 shall be eliminated by attrition and shall be integrated into the Electronics Technician classification A and B.

38/2/1 Electrical Accessory Specialist Grade "A" Shall be responsible for the preliminary electrical inspections, repairs assembly and final electrical inspections of all types of electrical accessories that the Company shall see fit to overhaul or repair.

- 38/4/2 Electrical Accessory Specialist Grade "B" Shall be one who has been instructed to perform alone or will assist a Grade "A" Electrical Accessory Specialist in the performance of the above duties.
- **42***I*-/1 Stationary Engineman Shall be capable of performing all functions necessary in the operating and maintaining of a heating, power or refrigerating plant on the Company's premises and shall carry the necessary licences.
- **46/2/2** Storekeeper Jig and Tool Stores Grade "A" Shall be one who is competent to maintain all necessary control of records of all shop tools and fixture gauges. He must also perform the necessary functions of storing, issuing and being responsible for the care of such tooling.

In addition, he must be sufficiently proficient in the reading of blueprints and planning sheets to be able to make up sets of tooling from stock for specific work operations. He shall be responsible for the security of the store.

- 46/4/3 Storekeeper Jig and Tool Stores Girade "B" Shall be one who is required to assist a Storekeeper Grade *A " in all jig and tool stores procedures.
- 48/-/2 Grounds Keeper

Shall be responsible for the upkeep of the exterior premises year round. He will drive *licenced* vehicles and material handling and moving equipment in the course of his duties and will also guide labourers, when they are required to work with him in the performance of his duties.

50/2/1 Carpenter Grade "A"

Shall be capable of carrying out all wood working tasks as required by the Company's operations. In addition, he may use material handling and moving equipment required in the performance of duties related to his classification including those for which he must be qualified.

- 50/4/2 Carpenter Grade "B" Shall be one who is engaged to work under the guidance of a Carpenter Grade "A" on any of the wood working tasks as required by the Company.
- 52/2/1 Electrician Grade "A" Shall be capable of carrying out ail duties as required by his licence.

In addition, he may use material handling and moving equipment required in the performance of duties related to his classification including those for which he must be qualified.

54/2/1 Plumber - Steam Fitter Grade "A Shall be capable of carying out all duties as required by his licence.

> In addition, he may use material handling and moving equipment required in the performance of duties related to his classification including those for which he must be qualified.

- 54/4/2 Plumber Steam Fitter Grade "B" Shall be one who is (engaged to work under the guidance of a Plumber - Steam Fitter Grade "A".
- 56/2/1 Plumber Grade "A" Shall be capable of carrying out all duties required by his licence.

In addition, he may use material handling and moving equipment required in the performance of duties related to his classification including those for which he must be qualified.

58/2/1 Millwright Grade "A"

Shall be responsible for the installation of the repair and/or modification of, and maintenance of machinery as required by the nature of the Company's operation.

In addition, he may use material handling and moving equipment required in the performance of duties related to his classification including those for which he must be qualified.

- 58/4/2 Milwright Grade "B" Shall be one who is required to work on the above duties under the guidance of a Millwright "A".
- 60/2/1 Fabricated Steel Worker Grade "A" Shall be capable of carrying out all steel work fabrication including welding operations as required.

In addition, he may use material handling and moving equipment required in the performance of duties related to his classification including those for which he must be qualified.

- 60/4/2 Fabricated Steel Worker Grade "B" Shall be one who is (engaged to work under the guidance of a Fabricated Steel Worker Grade "A".
- 62/2/2 Painter Grade "A" Shall be responsible for all painting operations as required by the Company.
- 62/4/3 Painter Grade "B" Shall be one who is engaged to work under the guidance of a Painter Grade "A.

63/2/1 Automotive Mechanic Grade "A" Shall be responsible for all maintenance of the Company's motor vehicles.

63/4/2 Automotive Mechanic Grade "B"

Shall be one who is engaged to work under the guidance of an Automotive Mechanic Grade "A".

64/-/3A Kitting Storeman

Shall be one who is required to sort and bring together all the necessary components required for the assembly of complete engines or units: into kits and to maintain the necessary records and reports. He shall also move parts into and out of the kitting stores.

In addition, he may use material handling and moving equipment required in the performance of duties related to his classification including those for which he must be qualified.

66/2/3A Storeman Grade "A"

Shall be capable of performing alone all of the following functions:

- al receiving;
- b) shipping;
- c) pre-packing;
- d) warehousing;
- e) raw material storing and issuing;
- f) finished parts storing and issuing;
- g) maintain card control systems;
- h) consumables, storing and issuing;
- i) as required, ail driving duties follo wing training.

Employees progressing from Group III to Group IIIA will be paid asfollows:

- Group III, at 24 month level, will go to Group ///A , 6 month level;
- Group III, at 30 month level, will go to Group IIIA, at 12 month level.

- 66/4/3 Storeman Grade "B" Shall be capable of performing alone all functions a) to g) listed under Storeman Grade "A " and drive all types of lift trucks and trolleys.
- 66/6/4 Storeman Grade "C" Shall assist Storeman Grade "A" and Storeman Grade "B" as required and shall perform all duties in pre-pack.
- **68/-/3** Fibre Glass Worker Shall be one who is competent to carry out fibre glass and other reinforced fibre work and synthetic material treatments as required by the nature of the Company's operations.
- 70/-/3 Driver

Shall be one who is properly licensed to drive all types of vehicles inside and outside the Company's premises and is required to assist in loading and unloading these vehicles. He is required to maintain a daily route sheet and to check off a daily maintenance list to ensure his vehicle is in safe running order and report any vehicle faults to his foreman. He shall maintain his truck in a clean condition.

74/-/4 Oiler

Shall be one whose duties are to ensure the satisfactory operation of the machines and equipment by regular lubrication, inspection of filters, the changing of *curring* oils, and solvents, under instruction when necessary, and the cleaning out of lubrication sludge traps; also moving materials or parts throughout the plant, as directed.

80/-/5 labourer

Shall be one who is employed to perform all manual labouring tasks including the movement of materials within and outside his department under direction, assisting to load material on to machines and cleaning around the facilities.

82/-/6 Learner

Notwithstanding the provisions of Letter of Agreement N^{o} 4, a Learner shall be one who performs at the learning stage any operation which will eventually qualify him for promotion to a Grade "B" position in any one of the following classifications:

Machinist	02/6/6
Sheet Metal Worder	07/6/6
Fitter	10/6/6
Welder	12/6/6
Tester	20/6/6
Inspector	25/6/6
Electronic Technician	36/6/6
General Instrument Mechanic	37/6/6

The ratio for hiring learners in the above classifications shall not be more than one (1) learner to every six (6) journeymen unless mutually agreed.

85/-/2 Progress Controller "A"

Under the general supervision of the Supervisor, Progress Control:

- a) moves or arranges for the movement of materials and parts to ensure that they are correctly processed through the plant in priority order to meet and maintain schedules. Moreover, except for lift trucks he can also use material handling equipment in the accomplishement of his functions;
- b) is responsible for clerical functions required to progress the material and components through the plan t;
- cl is responsible for ensuring that all reports are available to enable production control to monitor both work position and workperformance;
- d) will be responsible for control of shop holding areas and requisitioning of materials;
- e) as required will substitute for production control clerical personnel.

This does not restrict production control staff personnel from performing any of the above clerical functions as required without displacing Progress Con trollers.

85/-/3 Progress Controller "B"

Shall be one who moves or arranges the movement of materials and parts through the various manufacturing processes. Moreover, except for lift trucks he can also use material handling equipment in the accomplishement of his functions.

He is required to have a sufficient knowledge of the Company's operations and facilities to be able to perform his duties and complete the paperwork in his allocated work section without direction.

86/2/1 Thermal Spray Worker Grade "A" Shall be one capable of establishing, in conjunction with Laboratory and Production Engineering, techniques and parameters for new or revised applications of thermal spray.

In addition, the employee must be competent to use measuring instruments and is required to perform operations related to thermal spraying, e.g.: masking, abrasive and chemical cleaning.

- **86/4/2** Thermal Spray Worker Grade "**B**" Shall be one who is competent to use all thermo spray equipment, as required by the Company. He shall be capable of interpreting drawings and process specifications and shall be competent in the use of measuring instruments. He is also required to perform operations related to thermal spraying e.g.: masking, abrasive and chemical cleaning.
- 86/6/3 Thermal Spray Worker Grade "C" Shall be capable of preparing and masking all components for thermal spray and shall be capable of working under the guidance of a Thermal Spray Worker Grade "A" and/or a 'Thermal Spray Worker Grade "B"

Trainee Student

Is a student of a recognized school, who within the framework of his training, is called upon to follow a work study session in the industry.

Possibility for a student to perform work under the guidance of a Lead Hand or an *employee* Grade "A" of his classification, for a maximum period of fifteen (15) weeks.

It is understood that at no time the Company will hire more than five (5) trainee students. Moreover, no more than one (1) trainee student will be assigned in a given section at the same time.

The salary of the trainee student is established at Group VI, Step I.

Unpaid work study will be of a duration of four (4) weeks, unless mutually agreed with the Shop Committee. The Company will obtain from the learning institution, a letter certifying that the work study is unpaid.

1. LETTER OF AGREEMENT Nº 1 -LEARNERS AND INSTRUCTORS

The purpose of this letter is to establish the norms and procedures applying to Learners classification as per the Company's in ternal (long term] and external (short term) training scheme meant to prepare individuals to become fully qualified worker and hence provide the organization with an efficient and stable work force which is well suited for future needs.

The short term program has been *prepared* for *external* candidates who have a diploma and/or a certificate *recognized* by the Ministry of Education and/or by Transport Canada or who have a permit and/or *license recognized* and approved by the Company for a trade.

The long term programme is designed so as to supplement the internal individual's background (academic and/or working experience) and will not exceed a maximum of two (2) years. The details of the training *curriculum* for each trade will constitute part of this agreement as well as any other terms and conditions associated therewith or related instructions, duties and inherent responsibilities relevant to the training scheme and its administration.

An employee on a probation period cannot apply on the long term program.

The Company will not recognize as work experiences (Work-studies, summer jobs, corporative program)

1.0 Apprentice classification for Group I specialized positions

Where is a requirement for a learner in a given area, a job opening will be posted for candidates to apply.

- 1.1 Learners hired from *ourside RRC must* pass the required medical examination, and other testing related to trade and general mechanical aptitude.
- 1.2 The Company acknowledges that learner candidates from within the Company should be interviewed and tested first before recruiting is done outside. However, vacancies not filled by internal applicants will be filled by external candidates. During hiring periods a minimum of 3 long term apprentice positions will be posted internally and per year.

- 1.3 Every learner candidate will be tested in areas that might be the most likely reasons for failure with the programme, mainly: lack of mechanical ability, problems or weakness in dimensional perception, lack of motivation or learning disabilities.
- 1.4 When an employee chosen as an apprentice wishes later to return to his former duties, he must make his request within sixty (60) working days after starting his training. He will then be able to return to his former position and keep his seniority rights.
- 1.5 If the employee waits after such a period, he will have lost his rights to his former classification and accordingly will have to apply for openings available in order to obtain another position in the Company. For the vacant position, his request will be considered before the ones of the internal and external candidates.
- 1.6 The candidates for the long term apprentice Program must have an high school diploma, including prerequisite to be accepted in a Science program of a CEGEP level.

If the internal candidate does not have the aforementioned prerequisites, he will be able to attend the various courses to obtain the required prerequisites to register in the apprentice program. The Company will pay all school fees.

2.0 Training duration

The training duration for the learner candidates will be determined according to the individual's educational background and working experience, the calculation of which will be assessed prior to the hiring of the candidate

2.1 Educational background

Candidates applying for the RR(C) training program including theexternal candidates must have successfully completed the profile relevant to the trade as per the following example and have supporting documents to qualify:

BIEVANT FIONE IOF CONTROL		_	1 40 14	
Educe tion	24 Months Shop Training		48 Mol Eligible to "A"	
	Cred.	Rem	Cred.	Rem
Secondary Level General Machinist 11 + 1 Year = appro. 2, 100 hours or	18 mths	6 mths	24 mths	24 mths
CMC equivalent course General Machinist full Certification = equivalent value (52 week programme)	15 mths	9 mths	24 mths	24 mths

All of the aforementioned dispositions can be reviewed by the Joint Committea

Education	24 Months Shop Training		48 Months Eligible to -A	
	<u>Cred.</u>	<u>Rem</u>	<u>Cred.</u>	<u>R</u> em _
C. A. E. or C. C. E.A Aircraft Maintenance Programme supporting by RRC	15 mths	9 mths	.24 mths	24 mths
Or CEGEP Level Aeronautics Technologies or Mechanical Engineering Technologies = equivalent value (i.e. 3 Year Programme)	18 mths	6 mths	24 mths	24 mths
or C. E.I. C aircraft Mechanical Certificate (52 weeks) 1500 hours	15 mths 	9 mths 	.24 mths	24 mths

Relevant Profile for learner	Fitter and Inspector:	
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All of the aforementioned dispositions can be reviewed by the Join t Committee

elevant Profile To Other Learner Classifications in General:					
Education	24 Month Shop Training		Shop Elegible		e
	Cred.	Rem	Cred.	Rem	
C.E.I.C. Attestation Aircraft Inspection Fabrication 22 Weeks 580 Hours or A.E.A. Attestation Mechanic Components Assembly	8 mths 10 mths	16 mths 14 mths	24 mths 24 mths	24 mths 24 mths	
<u>17 Weeks - 718 Hours</u> Employees on a 640 - 700					
Hour special make-up classroom programme or DEP EMA M	10 mths	14 mths	24 mths	24 mths	

All of the aforementioned dispositions can be reviewed by the Joint Committee

- 2.2 The candidates who did not succeed in obtaining their certificate for a complete program listed above will be credited from the training program recognized by the « C. C. E.A. sponsored by Roll-Royce and will receive 15 months of training credit.
- 2.3 Work experience

In addition to the time credited to a candidate on the basis of his educational background, credit wilt be given against his shop training duration in the follo wing way:

 for the candidate who holds a certificate in the relevant trade (see chart], every month of working experience relevant to the trade considered will be credited fully up to a maximum of 18 months (bearing in mind that a six (6) months' training/shop rotation is required for all learner candidates);

2. for the candidate who does not hold a certificate in the relevant trade, every two (2) months of working experience in a mechanical environment related to the trade considered will count for one month credit (against the corresponding time required in the shop) up to a maximum of 18 months to wards obtention of the "B" level, provided that such working experience is not less than 2 years and that the candidate has a high school leaving certificate.

Also an employee with two (2) years of seniority within the same classification will be credited with months of training according to the following:

Group I = 12 months Group ii = 6 months Group III = 3 months

Any issue concerning credits will be studied by the Joint Training Committee who will recommend a decision based on the merits of the case.

3.0 Getting to Category « B »

Upon successful completion of the training programme duly authorized by the Company, the learner will be recognized as having two (2) years related experience in the relevant trade and will be promoted to the "B" grade accordingly.

For progression purpose the employees training period will be credited toward obtaining a grade "A" in his classification.

4.0 Progression - Lang term Program

The learner on the programme will progress through each stage of training upon obtaining a passing mark of 70% (practical & theoretical) at the completion of each stage of the programme.

- 4.1 Failure at any stage of the programme will result in the employee repeating the same stage with no increase in salary for the same period of time at the end of which a second test will be taken. Failure at this stage will result in the learner returning to his former classification, if applicable or be laid-off with recall rights.
- 4.2 Performance below average during the course of the training programme will be reviewed by the Joint Training Committee who will assess and make recommendations thereupon in view of the circumstances that brought about the failure to perform satisfactorily.

- 4.3 After having successfully completed the training programme, the employee will be granted the accrued seniority and add it to the new grade to which he has been upgraded.
- 4.4 in order to recognize the individual's endeavour end progression through the length of the training programme, learners' hourly wages will be calculated on the basis of the programme duration and an increase will follow the individual's progression gradually bringing him to the "B" grade hourly rate upon completion of the training programme.

The Committee will receive the apprentice list with their salary rate, including the date of the completion of their Learnership.

4.5 Salary rate of the progression :

Training t o completed	be	Less than 5 years of seniority	More than 5 years
Less than weeks	52	Reduction 5%*	Reduction 4%*
More than weeks	52	Reduction 10% *	Reduction 6%*

*The salary reduction will be calculated from the salary rate at the beginning of the program. The salary rate will not exceed the beginning salary of the requested position

- 5.0 The training Program
- 5.1 A long-term training program will be prepared for each group of Learner's sand will be revised by the Joint Committee. A document describing the content of the program, the steps and its duration will be given to the Committee members, to the participants and to their supervisors.
- 5.2 Each participant in the Program will receive an Apprentice book. The Apprentice book will include the theoretical and practical program, the assessment of the practical training and any other pertinent information.

The Joint Committee on the training and/or instructors from the training Center assess the abilities of the learners to execute the various tasks of the trade and document their observations in the Log book. Situations needing particular attention from the participant will be written in the Learner Log book.

- 6.0 The training activities
- 6.1 To avoid interruptions in classes and to maintain the training continuity, participants to the long term Program will take their vacation during the pre-determined period set by the Company and as per the training schedule.
- 6.2 The participants to the long term Program are not permitted to work on overtime during the theoretical training period (in class).
- 7.0 The performance assessment

The performance of the learner report (*RRC 091-125*) is required by the immediate supervisor in charge of the learner. *Hewill* assess the learner every month with the Joint Committee on the training.

The submission of this form constitutes the supporting proof that the learner has completed all steps of his training schedule as prescribed at the time of commencement. In the event that the foreman is away, this form must be completed by the Departmental Manager, in consultation with the learner's monitor or instructor, and submitted to the Human Resources section.

- 8.0 Generalities
- 8. I The learner must be assigned with an employee who has Classification « A », or with a Lead hand. The Learner follows the work schedule of the employee he has been assigned to.
- 8.2 Learners shall only be permitted to exercise their seniority in the event of a reduction of staff in the classification of learners, except if the learner is a candidate from within the Company in which case he can return to his former classification.
- 8.3 Learners will only be permitted to work overtime after all employees in their classification have been asked to work overtime and subject to paragraph 8.1.
- 8.4 When there not enough employees holding a Classification « A » who could train a learners, the Company can promote on a temporary basis, an employee holding a « B » classification to go on with the training process

9.0 Instructors

9. I Instructors will be selected among existing RR(C) employees of Lodge 869 who have sufficient qualifications, knowledge or experience of the trade involved and subject to be covered. If nobody satisfies the requirements the Company may recruit external help.

Their responsibilites will be to:

- a) prepare training module
- b) instruct in classroom;
- c) control attendance, stimulate motivation and appraise performance
- 9.2 The instructors will be able to give practical demonstrations in all aspects of tasks he is familiar with.
- 9.3 When Local Lodge 869 members are selected as instructors, they shall retain and continue to accumulate seniority in their respective, classification.
- 9.4 Remuneration for Lodge 869 Bargaining Unit members appointed as instructors will be top rate, according to their classification, plus a premium of fifteen percent (15%). This premium does not apply to employee who act as advisors or as helpers.
- 9.5 The employees chosen for instructors will be appointed each time for a period of at least one-week.
- 9.6 Instructors recruited externally will not be considered as Lodge 869 Bargaining Unit members.
- 2. LETTER OF AGREEMENT Nº 2 · STATIONARY ENGINEMAN SHIFT ARRANGEMENTS

It is agreed that in order to maintain a continuity of operations of the boiler room, the follo wing shift arrangements shall apply:

- the work week over a two (2) week cycle will average forty-two (42) hours per week as follows:
 - one (1) week at thirty-six (36) hours consisting of three (3) days of twelve (12) hours;
 - one (1) week at forty-eight (48) hours consisting of four (4) days at twelve (12) hours.

It is understood that the hours worked in excess of eighty (80) hours over the two (2) weeks will be paid at time and a half. Overtime payment for the boiler room personnel will be in accordance with Clauses 5.05, 5.06 and 5.07 of this collective agreement with the follo wing changes:

- first day off to be considered as a Saturday;
- second day off to be considered as a Sunday;
- the days off following the first two days off will be considered as Saturdays.

It is agreed that the pay personal leave will be calculated on a different basis, that is to say that we will take the number of hours determined by the Clause 22.02 of the collective agreement and divide this number of hours by twelve (12). Consequently, Stationary Engineman will be entitled to less pay personal leave but twelve (12) hours will be paid for each.

All scheduled days off falling on a statutory holiday will be paid for twelve (12) hours.

Vacations will be paid for forty (40) hours per week. The remuneration for days of vacation taken one (1) day at a time will be for eight (8) hours.

3. LETTER OF AGREEMENT Nº 3 - VACATION PAY INDEMNITY ON The A.P. Basis (art. 10.00 annual vacation - collective Agreeement)

The purpose of this letter is to clarify the current method of calculating the vacation pay indemnity relative to the vacation reference year.

Since the company's accounting structure is based on 13 Accounting Periods (A. P.) and the vacation reference year in the current collective agreement is based on 12 calendar months, it is possible for an employee not to receive the total vacation pay earned during the collective agreement reference year. This small difference is carried over to the next reference year until such time as the employee leaves the service of the Company.

To avoid revising the current accounting system, the Union and the Company have agreed to the follo wing:

a) a one time only payment to all employees who were on the payroll as of September 24, 1974, based on the Classification Group rate:

Group	1	-	11,00\$
Group		-	9,50\$
Group	$\parallel \mid$	-	8,50\$
Group	IV	-	8,00\$
Group	V	-	8,00\$
Group	VI	•	8,00\$

b) the reference year for calculating the vacation pay entitlement is changed from the current "May 1st to April 30th" to the "beginning of A./? 5 of the previous year to the end of A.P. 4 of the reference year";

cl that the reference year of "May 1st to April 30th" be maintained for the purpose of establishing vacation entitlement.

4. LETTER OF AGREEMENT Nº 4 - BRISTOL MERGER

The purpose of this Letter of Agreement is to clarify the agreement of October 11, 1979 concerning the implementation of certain clauses to the present collective agreement to the employees who were transferred to Rolls-Royce (Canada) Limitée following the merger of this Company and Bristol Aero-Industries (Montréal) Limited/Limit&e on June 16, 1979.

Therefore, the Company recognizes that the employees affected have acquired rights as detailed below. Please note that the clauses mentioned hereunder refer to those found in the present collective agreement between Lodge 869 and the Company.

Clause 5.20 Seniority for second and third shift exemption to apply as of June 1 δ , 1979.

Clause 10.01 Vacation entitlement will be based on Company service including service at Bristol.

Clause 10.04 Seniority for grade and classification will be June 16,1979.

Clause 10.06 Seniority for vacation entitlement lo be calculated as of June 16, 1979.

Clause 11.05 Seniority regarding promotions shall apply as of June 16, 1979.

Clause 11.06 RR(C) seniority supersedes Bristol seniority when filling vacancies internally.

Clause **15.01** Top seniority for temporary promotions regarding Bristol employees shall apply as of June *16,1979*.

Clause 17.06 Seniority at time of lay-off shall be calculated as of June 16,1979.

Clause 17.07 Seniority accrued shall be calculated as of June 16, 1979 for Bristol employees.

Clause 17.11 Accumulated seniority within a classification shall be calculated as of June 16, 1979 for Bristol employees.

Seniority in former grade and classification shall be calculated as of June 1 6, 1979 for Bristol employees.

Clause 17.18 Recall shall be by seniority within classification in accordance with the limits set forth in 17.11.

Clause 22.02 Seniority will be calculated according to Company service including service at Bristol.

General pension provision

al no cash out;

b) purchase of deferred pension;

cl pension payment will be from one source;

d) all benefit calculations will be based on total credited service in the two (2) plans.

5. LETTER OF AGREEMENT Nº 5 -ALCOHOLISM AND OTHER DRUG ADDICTION

- 1) The Employer and the Union recognise alcoholism, other drug addictions and other dependencies, as a sickness, which requires appropriates treatment. It is then agreed that the same benefits, privileges and collective insurance coverage be applicable to the afflicted employees, in accordance with this Collective Agreement.
- 2) The employee is entitled to a leave of absence for treatment and rehabilitation as for any other sickness.
- 3) The employee under therapeutical treatment will be eligible to benefits in accordance with the collective insurance plans in the collective agreement. The cost of the stay in specialized clinics for the treatment of alcoholism or drug addiction and recognized as such, are covered at 66 2/3 % by the Insurance Plan.
- 4) The Employer and the Union agree to handle in cooperation and confidentiality employee problems of alcoholism, drug addiction and other dependencies, The Employer agrees to keep these issues confidential, as an essential element to an efficient intervention in the work place. Consequently, information on the nature of the diagnosis, the recommended treatment or any other personal information is strictly confidential and can only be added to their medical records. Under no circumstances will this information be used for any reason other than the application of this letter of agreement or the Insurance Plan.
- 5) The Employer and the Union agree that participation in the Program is unrestricted and voluntary.

6. LETTER OF AGREEMENT Nº 6 - PROGRESSIVE RETIREMENT OF THE HOURLY PAID EMPLOYEES (LOCAL LODGE 869)

This document confirms the agreement between Rolls-Royce Canada and lodge 869 about the addition of a flexible component in the retirement program for hourly paid employees of Rolls-Royce Canada, as described in the attached appendix document and the introduction of the progressive retirement.

The progressive retirement

1 .0 Introduction Clause

The Company recognizes the right to the progressive retirement as per the clauses described in this document. This agreement is conditional to the introduction of the flexible component as provided for in the recommendation of the Joint Committee to the Employer on December 31st, 1997. The progressive retirement will then be offered to the employees providing the following conditions are met.

To be eligible for progressive retirement, an employee must be 55 years old and have ten (10) years of service.

The number of employees who will be allowed to take progressive retirement will be limited to 3% of the total number of employees in Lodge 869. In the event that the Company must layoff employees, the eligibility percentage for the progressive retirement will be reassessed.

When the number of employees requesting the progressive retirement is higher than the allowed maximum number, the plant seniority in the classification will determine who will be allowed to take a progressive ra firemen t.

Employees may submit a request once per year and the beginning of the progressive retirement will be on January 1st of each year. During the period of the progressive retirement, employees must work at least three (3) days per week. The days not worked (the progressive retirement days) must be Mondays in a four (4) day workweek context and Mondays and Tuesdays, in a three (3) days workweek context.

Working hours not worked by employees on progress/we retirement must be filled in a way not to create prejudice to the work schedule and no additional costs.

2.00 Working Conditions

Provisions of the Collective Agreement regarding working conditions of the employees on progressive retirement are modified as follo ws:

Article **5.00 Working** hours and Overtime hour Employees are governed by the same rules as for all other employees, excluding the rules applying to the distribution of overtime hours. Employees on progressive retirement will not be able to use the right to overtime hours as if they were full-time employees.

Overtime hours will be offered to employees on progressive retirement as the last solution and only when no other employee is available to work overtime hours (alterna five list). On the other side, the Employer will not be able to use provisions of article 5.10 in order to assign overtime. Employees on progressive retirement will also be considered as a last alternative when calls for overtime are made (call-in) and will not be part of a Mobile Repair Party. Employees on progressive retirement will not be allowed to accumulate hours in the Bank of Flexible Time. Employees on progressive retirement will keep their rank on the seniority list as if they are working full-time for the only purpose of Shift Rotation.

Article 6.00 Statutory Holidays and Floating Holidays Statutory holidays will be paid in all cases end will be a non-working day only if a Statutory Holiday fails on a workday. Employees on progressive retirement will also be able to accumulate enough hours for additional holidays during the Christmas period but only for days they would have been scheduled to work.

Article 7.00 Civic Duties Provisions of the article apply to employees on progressive retirement only for the scheduled workdays.

Article 8.00 Bereavement Leave Provisions of the article apply and employees on progressive retirement will have the right to the same number of days off.

Article 9.00 Leave of absence without pay and Sabbatical Leave Employees on progressive retirement cannot take advantage of privileges provided for under this article.

Article10.00Vacation

The number of days of vacation for employees on progressive retirement is set in proportion with the number of days worked as provided for in the grid:

1994 Barris (* 19	ATIONS		
Year of service	Weeks of vacations as provided in the Collective Agreement	Granting for employees working 3 days a _ week	Granting for employees working 4 days a week.
10&11	4+1 day	4 weeks (3 days) + ½ day	4 weeks (4 - † days) † 1 day
12813	4+2 days	4weeks (3 days) + 1 day	4 weeks (4 days) +1 ½ days
14% 15	4 t 3da ys	4weeks (3 days) + 2 days	4 weeks (4 days) + 2 ½ days
16617 	4+4days	4 weeks (3 days) + 2 ½ days	4 weeks (4 days) + 3 days
18 		5 weeks (3 days)	5 weeks (4days)
25 	6	6 weeks (3 davsl	6 weeks (4-days) -

The vacation indemnity will be equivalent to 8%, 10% or 12% of the previous year earnings as per the number of continuous years of service or 4, 5 or 6 weeks at the regular salary rate as worked by the employee (hourly rate multiplied by the number of worked hours as per the employee on progressive retirement schedule).

Other provisions of the article apply, excluding the provision for Statutory Holidays. When the Statutory Holiday falls during the vacation period of an employee on progressive retirement, an additional day off will be allowed only if this Statutory Holiday falls on a workday that the employee would have normally worked. This day will be added just before or after his vacation. When the Statutory Holiday falls on a day where the employee is on progressive retirement, this day will be paid but will not be subject to an additional day of vacation.

Article 1 'I .00 Classification and Salaries

Employees on progressive retirement will not be allowed to apply on other positions however they will be able to progress within their own classification. However, they will not be able to progress or be chosen for the Leadhand position.

Article 17.00 Seniority

Employees on progressive retirement will continue to accumulate their seniority in proportion with the number of days worked. However, employees on progressive retirement will keep their rank as it was when they began the progressive retirement for the purpose of shift rotation so they can maintain a fixed schedule for the whole period of their progressive retirement. All of the other provisions related to seniority apply as foreseen.

Article 21.00 Employee Benefits Article 22.00 Weekly indemnity and Paid Personal Leave Article 24.00 Health and Safety

Weekly indemnities and/or salary income replacement provided for under Articles 21, 22 and 24 of the Collective Agreement are calculated in proportion with the number of days worked at the time of the progressive retirement.

Retirement Program

The calculation of the pension will be established according to the earned reputed salary.

3.0 Special Clause

Art employee on progressive retirement will not be allowed to act as a Union Delegate.

An employee on progressive retirement may request to be reinstated full-time in writing to the Employer and to Lodge 869 at least thirty (30) days in advance. However, the employee so reinstated will not recuperate the seniority lost during the period of his progressive retirement and will be governed by all the terms of the collective agreement.

An employee asking to be re-instated will not be allowed to make another request for progressive retirement and this, up to his retirement.

7. LETTER OF AGREEMENT Nº 7 - PENSION PLAN

Bath parties agree to modified the current pension plan. These modifications are come to effect April 4, 1999.

1. Article 3.4 Vi Plan text Modified «the pension committee» for the Union

Article 8.3 Plan text Modified for;

Notwithstanding the above the employer must pay participant contribution for the time and which he received weekly indemnities as per the short and long term invalidity program as well as CSST allowance. For all other absence the employer will advise the participant that he may contribute as he was working and this annually.

ANNEXE "C" / APPENDIX"C"

TAUX DE SALAIRE / WAGE RATE

	Du 4 avril 1999 au 1 avril 2000 From April 4, 1999 to April 1, 2000						
GR		6M	12M	18M	24M	30M	
Ī	21.68	21.89	22.09	22.24	22.41		
11	18.95	19.17	19.35	19.56	19.74	19.88	
IIIA	18.08	18.30	18.53	18.69	18.92	19.16	
	17.19	17.39	17.60	17.79	18.01	18.28	
IV	16.40	16.56	16.76	16.92	17.14		
V	16.05	16.28	16.54	0.00	0.00		
VI	13.73	14.15	14.81	15.45	16.35		

_	Du 2 avril 2000 am 31 mars 2001							
	Fre	om Apri	i 2, 2000	to March	31, 200	1		
GR	Début	6M	12M	18M	24M	30M		
	22.33	22.55	22.75	22.90	23.08			
1	19.52	19.74	19.94	20.15	20.33	20.48		
IIIA	18.62	18.85	19.09	19.25	19.49	19.73		
111	17.71	17.91	18.12	18.33	18.55	18.83		
١V	16.89	17.05	17.27	17.43	17.65			
V	16.53	16.76	17.03					
VI	14.14	14.58	15.25	15.92	16.84			

	Du 1avril 2001au 30 mars 2002 From April 1, 2001 to March 30, 2002						
GR	Début	6M	12M	18M	24M	30M	
1	23.00	23.23	23.43	23.59	23.78		
- 11	20.10	20.33	20.53	20.75	20.94	21.10	
IIIA	19.18	19.42	19.66	19.83	20.07	20.32	
	18.24	18.45	18.67	18.88	19.11	19.40	
IV	17.40	17.57	17.79	17.95	18.18		
V	17.02	17.27	17.54				
VI	14.56	15.02	15.71	16.40	17.34		

OCCUPATIONS DU GROUPE I GROUP I JOBS

بجمير المستحدة الكاثرة ومعار المستحجين ويواجعه المستحد المع		ومحا محمديني فسينصف فتصالك كالات المجبوعي
Machiniste Classe"A"	02/2/1	Machinist Grade "A"
Tôlier Classe "A"	07/2/1	Sheet Metal Worker "A"
Ajusteur-monteur Classe "A"	10/2/1	Fitter "A"
Soudeur Classe "A"	12/2/1	Welder "A"
Tes teur Classe "A"	20/2/1	Tester "A"
Inspecteur Classe "A"	25/2/1	Inspector "A"
Inspecteur/essais non-	26/2/1	N.D.T. Inspector "A"
destructifs Classe "A"	<u> </u>	
Plaqueur/préposé aux procédés	30/2/1	Plater/Processor
électrolytiques	Ĺ	
_Pein tre aux pis tolet Classe "A"	32/2/1	Spray Pain ter "A"
Préposé aux traitements	34/2/1	Heat Treater "A "
thermiques Classe "A"		
Technicien en électronique	36/2/1	Electronic Technician
_Classe "A *		_Grade "A"
Mécanicien en instrumentation	37/2/1	General instrument
générale Classe "A"		_Mechanic "A"
Spécialiste d'accessoires	38/2/1	Electrical Accessory
électriques Classe "A"	l	Specialist "A"
Opérateur de machines fixes	42/-/1	_Stationary Engineman
Menuisier Classe "A"	50/2/1	Carpenter "A "
Élec tricien Classe "A "	52/2/1	Electrician "A"
Plomhier/sous pression à	54/2/1	Flumber-Stem Fitter "A"
<u>vapeur</u> Classe <u>"</u> A "	L	
Plombier Classe "A"	56/2/1	_Plumber "A"
Mécanicien préposé à	<u>58/2/</u> 1	Millrigh t "A "
l'entretien Classe "A"		k
Préposé à l'érection de	60/2/1	Fabricated Steel worker
structure d'acier Classe "A"		<i>"A</i> "
Mécanicien d'automobile	63/2/1	Automotive Mechanic "A"
Classe "A"		
Pulvérisateur thermique Classe	86/2/1	Thermal Spray Worker
<u>*A*</u>		"A"

OCCUPATIONS DU GROUPE II GROUP II JOBS

كالأشاب ويستركك البابا ومحمد ومحماليه ومحمورين ويستركم ا		
Machiniste Classe "B"	02/4/2	Machinist Grade "B"
Tôlier Classe "B"	07/4/2	Sheet Metal Worker "B"
Ajusteur-monteur Classe "B"	10/4/2	Fitter "B"
Soudeur Classe "B"	12/4/2	_ Welder "B "
Polisseur Classe "A"	16/2/2	_Polisher "A ~
Testeur Classe "B"	20/4/2	Tester "B"
Inspecteur Classe "B"	25/4/2	f Brispector
Inspecteur/essais non-	26/4/2	N. D. T. Inspector "B"
destructifs Classe "B"		
Propose aux procédés	30/4/2	Processor "A"
électrolytiques Classe "A "		
Peintre aux pistolet Classe"B"	32/4/2	Spray Painter_"B"
Préposé aux traitements	34/4/2	Heat Treater "B"
thermiques Classe "B"		
Technicien en électronique	36/4/2	Electronic Technician
Classe "B"		Grade "B" ,
Mécanicien en instrumentation	37/4/2	General Instrument
générale Classe "B"		_ Mechanic "B_"
Spécialiste d'accessoires	38/4/2	Electrical Accessory
électriques Classe "B"		″ ⊠°p ecialist
Magasinier-outils & gabarits	46/2/2	Storekeeper Jig & Tool
<i>"A"</i>		Stores "A"
Préposé à l'entretiem du temain	48/-/2	Grounds Keeper
Menuisier Classe"B"	50/4/2	"B"urpenter
Plombier/sous pression à	54/4/2	Plumber-Steam Fitter "B"
vapeur Classe "B"		
Mécanicien préposé à	58/4/2	Millwright "B"
l'entretien Classe "B"		
Préposé à l'érection de	60/4/2	Fabricated Steel worker
structure d'acier Classe "B"		<i>"B"</i>
Peintre Classe "A"	62/2/2	Painter "A"
Mécanicien d'automobile "B"	63/4/2	Automotive Mechanic "B"
Contrôleur de l'acheminement	85/-/2	Progress Controller "A"
<u>"A"</u>		[
Pulvérisateur thermique "B"	86/4/2	Thermal Spray Worker
		<i>"B"</i>

OCCUPATIONS DU GROUPE III GROUP III JOBS

16/4/3	Polisher "B"
22/-/3	Pressure Tester
25/6/3	Inspector "C"
26/6/3	N.D.T. Operator "C"
30/6/3	Processor "B"
32/6/3	Spray Painter "C"
46/4/3	Tool Stores "B"
62/4/3	Painter "B"
66/4/3	Storeman "B"
68/-/3	Fiberglass Worker
70/-/3	Driver
85/-/3	Progress Controller "B"
1	
86/6/3	Thermal Spray worker "C"
1	
	22/-/3 25/6/3 26/6/3 30/6/3 32/6/3 46/4/3 62/4/3 66/4/3 68/-/3 70/-/3 85/-/3

OCCUPATIONS DU GROUPE IIIA GROUP IIIA JOBS

Maga	sinier (Classe *	'A"	 66/2/3A	Store	man "A'	Y	
Maga	sinier t	trousses		64/-/3A	Kitting	g Storen	nan	
L	-	т	-		-	-	-	-1

OCCUPATIONS DU GROUPE IV GROUP IV JOBS

Magasinier Classe "C"	66/6/4	Storeman "C"
Graisseur	74/-/4	Oiler

OCCUPATIONS DU GROUPE V GROUP V JOBS

Journalier	80/-/5	Labourer

OCCUPATIONS DU GROUPE VI GROUP VU JOBS

Apprenti	82/-/6	Learner

2	1	1

ALPHABETICAL TABLE OF CONTENTS

TITLE	ARTICLE	PAGE
BEREAVEMENT LEAVE	8.00	48
Bereavement	8.01	48
Five (5) da ys/Three (3) days	8.01.1	48
v One_(1) day	8.01.2	48
CIVIC DUTIES	7.00	46
- Citizenship	7.02	46
Witness or Jury	_7.01	46
	11.00	68
Classification	11.01	68
- Disagreement	11.03	68
Eligipility - p	11.05.1	70
Exclusion	11.05.2	70
Grade	11.04-	68
Guige foe external recruitment	11.05.4	72
Leag Hand	11.07	76
Pay-Direct deposit	11.02.1	68
Posting	11.06	74
Posting - Job Not Classified	11.08	80
Premium Qualification	11.11	80
- Progression Within Classifica tion	11.05	68
Qualification	11.05.3	70
Qualifica tion Chief Stationary Engineman	11.10	80
Qualification - Master Electrician	11.09	80
Starping rate	11.02	68
DISCHARGE AND SUSPENSION	18.00	110
Delay Delay	18.01	112
Discharge anti Suspension	18.03	112
Rinstatement	18.04	110
Warning and Suspension Letter	18.02	110
NON-DISCRIMINATION	3.00	2
Discrimina tion, Union Membership, coercion	3.01	2
Propaganda	3.02	4

Andreas and the second second	ARTICLE	PAGE
DISPUTES AND GRIEVANCES PROC		
Arbitrator Selection	<u>16.00</u> 16.06	<u>92</u> 96
Arbitrator's Jurisdiction	16.07	<u> </u>
· · · · · · · ·	16.03	92
Dispute	16.04	<u> </u>
Grievance Definition		<u> </u>
Grievance Procedure	16.05 16.02	
List of Representatives		92
Strikes - Lockouts	16.01	92
DURATION OF AGREEMENT	27.00	134
Continuation of terms and conditions	27.03	136
B ^{Dates}	27.01	134
Renewal of Agreements	27.02	136
m EMPLOYEE BENEFITS	21.00	118
a Amount of insurance	21.06	120
Benefits outlined by underwriter 's policy	21.03	118
e Coverage Revised Amount	21.07	120
Coverage Revised Amounts	21.10	1.22
Dear	21.	1.22
Discussions	21.02	118
_ Eligibility	21.05	1.20
Eligibility - Benefits	21.09	1.20
Eligibility - Dental Plan	21.11	1.22
Group Life	Γ	1.20
Health, L.T.D., Accident, Dental and	T —	
Weekly Indemnity Insurance Long Term Disability (L.T.D.)	21.14	120
	21.14	124
Mandatory Participation		
Modification	21.08	1.20
Payment of Premiums	21.01	118
Reduced Contribution - Legislation	21.04	118
Vision Cave	21.13	124
HEALTH AND SAFETY	24.00	132
C.S.S.T. Payment	24.02	132
Health end Safety Committee	24.01	132
Prevention Representative	24.04	132
Time Allocated to Prevention	24.03	132

TITLE	ARTICLE	PAGE
INTERPRETATION	25.00	134
Languages	25.01	134
	·	
JOINT COMMITTEE	26.00	134
LEAVE OF ABSENCE AND SABBAT	ICAL	
_ LEAVE	9.00	48
Administration fees	9.03.7	56
Committee	9.03.10	56
Conditions	9.03.4	_54
_ Eligibility	9.03.2	54
Family Leave	9.02	48
Goal	9.03.1-	52
Government programs	9.03.8	56
Lay Off	9.03.5	56
Leave of Absence	9.01	48
Leave whit deferred pay	9.03	52
Military Duty	9.04	58
Program	9.03.3	54
Union dues	9.03.9	56
Withdrawal from the program	9.03.6	56
MANAGEMENT PREROGATIVES	4.00	4
NOTICE BOARDS	13.01	76
PARTIES TO THE AGREEMENT	1.00	2
PENSION PLAN	23.00	130
Bridge ßenefit	23.02	130
Employees pension	23.03	130
Modification and/or Amendment	23.01	130
Penalty's early retirement	23.04	130
PRIVILEGES	20.00	116
Discussions	20.04	118
Economic situation of the Company –	20.03	116
security		-
Grace	20.01	116
Privileges after signature	20.02	116

TITLE	ARTICLE	PAGE
RECOGNITION	2.00	2
REDUCTION OF WAGES	12.00	80
	··	
SENIORITY, LAY-OFF AND RECALL	17.00	96
Ability - Special Training	17.10	102
Accrued Seniority	17.07	100
Bumping Rights	17.13	104
Definition	17.16.1	106
Emergency	17.14	104
Lay-off	17.08	100
Lay-off Procedure	17.11	102
Lead Hands - Grade "A"	17.05	100
Plant Seniority	17.09	100
Posted Job Opening	17.19	108
Probation	17.12	102
Probation - right	17.22	108
Recall procedure	17.17	106
Recall Refusal	17.21	108
Restored Seniority	17.06	100
Right of Recall	17.20	108
Seniority	17.01	96
Seniorit y lost	17.04.1	98
Seniority suspended	17.04	98
Sub-Contracts	17.15	104
Technological Changes	17.16	104
Telephone and courier	17.18	108
Union business leave	17.03	98
Union Representatives	17.02	98
STATUTORY HOLIDAYS	6.00	42
Christmas and New Year plant shut-down	6.02	42
Condition of absence)	6.05	46
Long term disability	6.07	46
Obligatory shifts	6.04	46
Statutory holiday on a Saturday or Sunday	6.03	44
Statutory Holidays	6.01	42
W. C weekly indemnity	6.06	46

.

TI TLÊ	ARTICLE	Fⅈ
TEMPORARY PROMOTIONS AND -		-
EMPLOYMENT	15.00	8
Employees transferred between department or section	15.01.1	8
m ^{Lay-off} p	15.02.4	9
Maxim um Duration	15.02.1	9
Notice to the Union	15.02.3	9
Probation	15.02.2	9
Temporary Employment	15.02	8
Temporary Promotions	15.01	
Terms	15.02.5	9
UNION BUSINESS	14.00	8
m	14.03	
Authorisation - Additional Time	14.08.3	
Company's offer/ Special assembly		8
	14.11	8
Leave of absence without pay	14.01	8
Negotiation Committee	14.02	8
Notice	14.04	8
Procedure Discussion	14.07	8
Reduction of Employees	14.09	8
Representatives Bames	14.06	8
Shop steward meeting	14.10	8
Time - Union Business	14.08.	8
Winion Office p	14.08.1	8
Union Representatives	14.05	8
Visit to Another Department	14.08.2	8
	19.00	11.
Action by law	19.06	11
Condition of Employment	19.02	11-
Deduction by the Compan y	19.01	11.
Deduction Remittance	19.03	11.
Promotion - Transfer	19.04	11-
Promotion, Transfer to Another Bargaining Unit	19.05	11
VACATION INDEMNITY	G 0 -	- E
Allocation of Vacation	10.06	6.
Cancellation for medical reason	10.08.1	6.

<u>ŤI ŤLE</u>	ARTICLE	PAG
VACATION INDEMNITY	10.00	58
Change of Vacation	10.08	64
Company Vacation Plan	10.03	62
Lay-off - Dismissal - Insurance	10.09	66
Less than one (1) year service	10.02	62
Limited Date	10.05	62
List of employees	10.04	62
Posting of Vacation	10.07	64
Statutory Holiday	10.10	66
Vacation Chart	10.01	58
WEEKLY INDEMINITY AND SPECIAL SICK BENEFITS	22.00	124
Exclusion	22.04	128
Medical Examination	22.03	128
Permanent medical_restriction	22.05	128
Special Sick Benefits	22.02	126
Weekly Indemnity	22.01	124
WORKING HOURS AND OVERTIME	5.00	6
Accumulation of Time	5.20.1	24
Gigreement Parties	5.24	30
Allocation of overtime	5.14	16
Alternate List	5.15.3	18
Assistance of transportation	5.19	.24
Availability form	5.15.1	16
WORKING HOURS AND OVERTIME	5.00	6
Call-In (CALL)	5.16.4	.20
Car	5.26.2	34
Compensation	5.08.1	10
Confirmation and Withdrawal	5.18	,24
Confirmation Time	5.18.1	.24
Coverage Schedule	5.02.4	٤
Day off	5.26.6	36
Double Time	5.06	10
Emergenc y shift	5.25	30
Emergency Shut-Down	5.21	26
Exceeding Hours	5.02.3	8
Exemptions	5.22.2	28

TITLE	ARTICLE	PAGE
WORKING HOURS AND OVERTIME	5.00	6
Flexible Time Bank	5.20	24
General Rules	5.14.1	16
General Rules	5.2.2.1	26
ldle_day	5.25.4	36
ssurance of Exit passes	5.28	40
Lead Hand Shift Coverage	5.0.2.5	8
Meal allowance and break period	5.13	14
Method of Calculation - Double or Triple Time	5.16.6	20
Method of Calculation - Time and One Half	5.16.5	20
Minimum Four (4) Hours	5.25.4	32
Mobile Repair Party (MRP)	5.16.2	20
MRP Team	5.26.8	36
Vormal Working Week	5.0.2	6
Notice	5.25.3	34
Notification - Unable to Work	5.0.2.2	8
On Call /minimum_pa y	5.08	10
Option - expenses	5.26.5	36
Outer wear	5.26.7	36
Overtime - lateness or absence	5.11	12
Overtime Availability form	T - r	22
Payment	5.25.3	32
Per diem	5.26.1	34
Posted - Another Shift	5.25.1	32
Posting	5.26.8.2	38
Pos ting Time	5.17.1	22
Posting Time (Monda y)	5.17.4	22
Probation	5.12	14
Qualification	5.26.8.1	38
Ranking Principle	5.15.2	18
Re-posted - Regular Shift	5.25.2	32
Refusal	5.10	12
Registration Method	5.16.1	18
Registration of Hours during Week-end	5.16.3	20
Registration of Time	5.02.1	6
Removal of Posting (Week)	5.17.2	22
Removal of Posting (Week-end)	5.17.3	22

TITLE	ARTICLE	PAGE
WORKING HOURS AND OVERTIME	5.00	6
Rotation System	5.26.8.5	40
Rules of Distribution	5.15	16
Shift Premium	5.23	30
Shift Rotation	5.22	26
Signature	5.17.5	24
Special Agreement	5.14.2	16
Straight Time	5.04	10
Terms	5.26.8.3	38
Time and one half	5.05	10
Training	5.26.8.4	40
Training parties	5.27	40
Triple Time	5.07	10
Unable to Post	5.17.6	24
Union monthly meeting	5.09	12
Utilisation of Bank Time	5.20.2	26
Withdrawal During the Weak	5.18.2	24
Withdrawal During the Week-end	5.18.3	24
Working Hours	5.01	6
Working hours - Stationary Engineman	5.03	8
Working parties	5.26	34