

# Convention Collective Collective Agreement

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between

**Allied-Signal Aérospatiale**  
**Bendix Avelex Inc.**



et

and

**CAW**  **TCA**  
**CANADA**

LOCAL 1849

LOCAL 1849

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## **ARTICLE 1**

### **PURPOSE OF THE AGREEMENT**

**1.01** — This agreement is concluded with the purpose of promoting orderly relations between Management and its employees represented by the Union, to establish and to maintain wages and conditions **of work and of employment** which are just and equitable for all and to provide a mechanism for the prompt and just settlement of grievances which may arise between the parties, as set forth hereafter in the present agreement.

## **ARTICLE 2**

### **JURISDICTION**

**2.01** — This agreement applies to all employees included in the following bargaining unit:

“All hourly-paid employees as defined in the Quebec **Labor Code**, except office employees, travelling salesmen, security guards and technical assistants in the employ of Bendix **Avelex Inc.**”

**2.02** — The Management hereby **recognizes** the Union as the exclusive bargaining agency for and on behalf of each and all of the employees included in the bargaining unit, in conformity with and for the purposes of the Labour Code of Quebec.

**2.03** — No employee excluded from the bargaining unit as stipulated in paragraph **2.01** will perform work covered by the present collective agreement except in the following cases:

- A) The training of bargaining unit employees;
- B) Experimentation; accompanied by an employee of the bargaining unit;
- C) Emergencies;
  - on condition that the fact of performing such work does not have the effect of reducing either the hours of work nor the wage rate of any employee covered by the present agreement.

**2.04** — If Management should decide to move in whole or in part bargaining unit work from its present establishment to another, it shall advise the Union in writing of its intentions at least six (6) months in advance and shall negotiate with the Union as to the consequences of such move for the employees involved.

Any employee having acquired seniority rights and who is displaced from his job because of such move has a priority right to his job or to another similar or equivalent job in the new establishment. If the new establishment were eventually to totally replace the present establishment Management and the Union may provide by mutual agreement that the above mentioned priority right be exercised by inverse seniority.

**2.05** -When a new classification or a new department is established in an establishment covered by the present agreement, the Union shall be advised and, upon request of one or the other of the parties, discussions shall be promptly opened with a view to deciding if such classification or department must be included or not in the bargaining unit. Failing agreement, the question shall be submitted to the labour commissioner general by virtue of the Quebec Labour Code.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

**3.01** — Subject to the other provisions of the present agreement and those of the law, the customary functions of Management relative to the administration of the enterprise and the direction of manpower are within the competence of the Company. Such functions comprise, but without being limited to :

**A)** The determination of the number and location of its establishment: the products to be manufactured or overhauled, the types of work to be performed, the expansion, reduction or cessation of operations, the schedules of production, the planning, methods, processes and means of manufacture and overhaul and the means of providing services.

**B)** The hiring, promotion, demotion, transfer, **layoff** and recall of employees, the maintenance of discipline and imposition, for just and sufficient cause, of disciplinary measures on employees, including suspension and discharge.

**C)** The adoption, modification or recession of reasonable rules and regulations to be observed by the employees, providing such rules and regulations do not conflict with the provisions of this agreement. The employees and the union must be advised in writing of such rules and regulations and the union may challenge the reasonableness of any such rules and regulations at any time such rules and regulations are used to discipline an employee.

## **ARTICLE 4**

### **NON DISCRIMINATION**

**4.01** — No intimidation, threat, coercion or discrimination may be exercised or attempted by Management or the Union against any employee because of his membership in the Union or his function as steward or officer or member of a Union **committee**, or his participation in Union activities or the fact that he is involved in a grievance or because of his race, creed, colour, sex, age, civil status, political opinions, mother tongue or of his ethnic origins, of his social condition or of the fact that he is a handicapped person.

**4.02** — It is understood that whenever the masculine gender is used in this Agreement, and all Supplemental Agreements, it shall include the female gender.

## **ARTICLE 5**

### **UNION REPRESENTATION**

**5.01** — The Management hereby **recognizes** the Union Plant Committee to deal with any question relating to the present agreement or to its application or to its interpretation, or to any problem arising out of the present agreement between Management and the employees or between Management and the Union, including negotiations for the renewal of the present agreement.

Furthermore, Management **recognizes** sector stewards to deal with grievances in their sector, as provided for in Article 7.

**5.02** — The Union Plant Committee is composed of its president as well as three **(3)** zone committeemen. There shall be eight **(8)** sector stewards, of whom six **(6)** will



represent employees of the day shift, one (1) the employees of the evening shift, and one (1) the employees of the night shift, when such shifts exist.

The members of the Union Plant Committee and the six (6) sector stewards representing the day shift are always affected to the day shift.

Each committeeman and steward including the president of the Union Plant Committee must, at the date of their designation, be an employee of the Company and have at least one (1) year of seniority.

For purposes of Union representation, Management and the Union mutually agree to establish three (3) zones and eight (8) sectors. The defined zones and sectors may be modified from time to time by mutual agreement between the parties, in order to maintain a balance between them.

**5.03** — It is understood that the members of the Plant Committee and sector stewards must perform their regular work for the Company at all times, except when they are required to perform their Union functions as **recognized** by the present agreement.

The members of the Union Plan Committee and the sector stewards are **authorized** to leave their work without loss of pay, in accordance with the following table:

<b>Number of employees</b>	<b>Total number of hours allowed per week</b>
401 to 450	130
351 to 400	120
301 to 350	110
250 to 300	100

Such number of hours is adjusted upward or downward, the Monday following the increase or the decrease of the number of employees.

The president of the Union Plant Committee will be **authorized** to exercise his functions plantwide, the zone committeemen in the area of their zone and stewards in the area of their respective sector.

The following will not be counted in the total hours specified above:

1) Reasonable periods of time spent by appropriate Union representatives at the third step of the grievance procedure;

2) Reasonable periods of time spent by appropriate Union representatives at meetings called by Management as provided for in paragraph 5.07;

3) Reasonable periods of time spent by appropriate Union representatives at other meetings called at the request of representatives of Management, with the exception of meetings forming part of the grievance procedure.

Before leaving their work place to **fulfill** their obligations, the Plant Chairman, Zone Committeemen and Stewards must obtain prior **authorization** from their supervisor, this **authorization** will not be unreasonably refused or delayed. In addition, before entering the section of the supervisor other than their own, they will advise him of their presence and obtain his **authorization** and this **authorization** will not be reasonably refused or delayed.

After having obtained the services of their steward or committeeman in the appropriate manner, employees who must leave their work place to consult with him or to participate in the discussion of a complaint or grievance with

representatives of Management will be permitted to do so without loss of pay as long as such consultation or such discussion is held as close as possible to their work place.

**5.04** — The National Representatives of the Union have the right to participate in all joint meetings being held on Company premises. These representatives have the right to enter Company premises during working hours to meet the Union Plant Committee after agreement with Management.

**5.05** — Union notices signed by **authorized** persons mandated to this end by the Union will be posted by Management in the plant on locked bulletin boards designated for such purpose by Management at locations chosen by mutual agreement on condition that such notices be previously approved by the Director of Employee Relations or his delegate. Such approval will not unreasonably be refused. Only those notices concerning the following subjects may be posted in virtue of the above:

A) Union elections and the result of such elections.

**B)** Union nominations.

**C)** Union meetings.

**D)** Union educational, social and recreational activities or those of the Montreal Labour Council, the Quebec Federation of Labour or the Canadian Labour Congress.

**E)** Official union business.

**5.06** — The names of members of the Union Plant Committee and that of any other employees holding elective positions in the Union shall be submitted in writing to the Director of Employee Relations or his representative by the President of the Union Plant Committee prior to

their taking office. The Management will **recognize** replacements for committeemen and stewards only if written notice is received by the Director of Employee Relations or his designated representative at least one **(1)** working day in advance and such notice is signed by the President of the Union Plant Committee.

**5.07** — Meetings between the Union Plant Committee and the Management of the Company for the purpose of discussing matters which do not fall within the scope of the grievance procedure shall be held at the request of either party. Matters to be discussed at any such meetings shall be listed on an agenda which will be presented by the party requesting the meeting to the other party at least one **(1)** working day in advance.

## **ARTICLE 6**

### **UNION SECURITY**

**6.01** -Any employee who, at the moment of the signature of this agreement, is an employee of the Company and member in good standing of the Union, and any employee who becomes a member in good standing thereafter, must, as a condition of maintenance of his employment, remain a member in good standing for the duration of the present agreement.

**6.02** — Any employee who, at the moment of the signing of the agreement, is an employee of the Company and is not a member in good standing of the Union, as well as any employee who is hired after the date of signing of the present agreement must, as a condition of maintenance of his employment, become a member in good standing of the Union within one **(1)** month of the signature of the agreement or starting from the date of expiration of the

probationary period provided in paragraph 9.02, as the case may be, and so remain for the duration of the present agreement. Employees excluded from the bargaining unit who are transferred to the bargaining unit shall be covered by this article within one (1) month from the date of their transfer to the bargaining unit.

**6.03** — In conformity with the provisions of paragraphs 6.01 and 6.02, the Company hereby agrees to deduct each week from the pay of each employee covered by this Agreement, an amount equivalent to Union dues and, in the case of new employees, initiation fees, and to remit the total of such deductions, by cheque, each week, as soon as possible, to the Financial Secretary of the Union. At the same time, the Company shall supply the Financial Secretary of the Union with a report of such deductions.

**6.04** — The Company shall incur no responsibility toward the Union or toward the employees in regard to the deduction of such Union dues or initiation fees, except the obligation to make the deduction mentioned above and to remit the amounts collected to the Union. The Union accepts to hold harmless and to free the Company from any obligations, claims, damages, or actions which may occur pursuant to any act carried out by the Company in virtue of the provisions of the present article.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**7.01** — Any grievance in the sense of the Quebec Labour Code, including any disciplinary measure or any other termination of employment, as well as any other disagreement arising out of conditions of work or employ-

ment, constitutes an **arbitrable** grievance in the sense of the present collective agreement.

**7.02** — The parties agree that grievances should be submitted and dealt with as promptly as possible and during working hours. To this end, a grievance must be submitted within twenty **(20)** working days following the incident causing the grievance or within twenty **(20)** working days of the moment when the employee or the Union became aware of the incident.

Except for cases resulting from payroll **errors**, no monetary claim shall have retroactive effect beyond a forty **(40)** working days period prior to the date the grievance was first submitted in writing to the Company, unless otherwise specified in the present Agreement.

**7.03** — The grievance procedure is as follows:

**First step:**

The grievance is presented in writing to the first level supervisor involved, by the steward, accompanied or not by the **grievor** or one **(1)** representative of the **grievors** if the grievance concerns a group. The supervisor will reply in writing to the steward in the three **(3)** working days following the presentation of the grievance.

**7.04 — Second step:**

If the grievance is not settled within the time allowed in paragraph **7.03** the zone committeeman accompanied or not by the steward shall present the grievance within three **(3)** working days to the second level supervisor involved. The supervisor shall answer in writing to the zone committeeman within three **(3)** working days following the presentation of the grievance.

**7.05 — Third step:**

If the grievance is not settled within the time allowed in paragraph 7.04, the Union Plant Committee shall, within five (5) working days request in writing a meeting with the Director of Employee Relations or his representative. Such meeting must take place within ten (10) working days of the written request. The decision of the Director of Employee Relations or his representative must be submitted in writing to the President of the Union Plant Committee within ten (10) working days of the meeting provided above.

If the grievance involves several employees belonging to different sectors or if it concerns a suspension or discharge, it must be submitted directly to the third step.

Management may submit a grievance to the Union or the Union may submit a grievance to Management concerning the interpretation or application of this agreement. Any such grievance will be submitted directly to the third step. Failing agreement, the grievance is subject to arbitration.

**7.06 —** If the grievance is not settled within the time allowed in paragraph 7.05, the Union Plant Committee may then, within twenty (20) working days following the expiration of the time limits hereabove mentioned submit the grievance, to be heard by the arbitrator as stipulated in paragraph 7.07.

**7.07 —** The parties choose for the duration of the present Agreement Mr. **Jean-Yves Durand** and Mr. **Claude H. Foisy** to act in turn as arbitrator of grievances referred to arbitration.

If, during the life of the present Agreement, any of the above-mentioned arbitrators withdraw from this list of ar-

**bitrators**, the parties will attempt to agree on another arbitrator to replace him.

Failing agreement, the parties will request the Minister of Labour and Manpower of Quebec to designate an arbitrator to replace the above mentioned arbitrator.

**7.08** -All grievances submitted to arbitration must be heard on their merit. Grievances cannot be rejected for irregularities in their formulation, or for non adherence to the agreed procedure.

Notwithstanding the previous paragraph, time limits provided in Article 7 are binding and failure to conform to them will invalidate the grievance unless the parties agree in writing to prolong such time limits.

**7.09** — If a grievance is not continued to the next stage or if no grievance is submitted in a specific case, such failure to continue or to submit a grievance does not constitute a precedent with regard to future recurrences of the incident which occasioned or which could have occasioned the grievance.

**7.10** — Management shall not attempt to settle a grievance with a **grievor** without the presence of the committeeman or steward who submitted the grievance or his **authorized** representative.

**7.11** — In the case of a grievance relative to disciplinary action or discharge, or administrative discharge, the burden of the proof rests with the Company. In cases relative to seniority, the burden of the proof rests with the Company.

**7.12** — The arbitration award shall be final and binding upon both parties and will be effective on the date so stipulated by the arbitrator.

**7.13** — The arbitrator may only interpret or apply the stipulations of the collective agreement and may in no case



add to, subtract from or modify the said Agreement. Whenever the incident causing the grievance involves a loss of earnings and/or benefits, the arbitrator is empowered to order that such loss or part of such loss be reimbursed or restored, and he may order the payment of interest at the legal rate, from the filing of the grievance, on any amount due under an award he has made. In a disciplinary case, discharge or any other termination of employment the arbitrator is empowered to reduce or annul the penalty, the discharge or any other termination of employment according to what seems just and equitable to him in the circumstances.

**7.14** — The fees and expenses of the arbitrator shall be shared equally by the parties hereto.

## **ARTICLE 8**

### **STRIKE OR LOCKOUT**

**8.01** — Any strike, lockout or any other form of concerted cessation of work are forbidden in any circumstance during the life of the collective agreement. The Union agrees to neither order, encourage nor support a slowdown of activities designed to limit production.

**8.02** — The provisions of paragraph **8.01** shall not be interpreted as limiting or restraining the rights of the parties in virtue of pertinent provisions of the Labour Code of Quebec with respect to negotiations for the renewal of a collective agreement.

**8.03** — When an employee or a group of employees refuse to enter the property of the Company other than that defined in paragraph **2.01**, or any other employer involved in a work stoppage **authorized** by a certified union when there exists a legal picket line, this shall not be **con-**

**sidered** as a violation of the present Agreement and may not result in any dismissal or disciplinary measure.

## **ARTICLE 9**

### **SENIORITY**

**9.01** — For the purpose of this Agreement and unless otherwise stipulated herein, “seniority” means the length of service in the bargaining unit.

**9.02** — An employee acquires his seniority rights effective on the date on which he completes three (3) months of service in the bargaining unit, within a period of twelve (12) consecutive months. At the end of this probationary period his seniority shall be counted retroactively to his last hiring date in the bargaining unit. This probationary period may be extended by mutual agreement between Management and the Union.

**9.03** — Until he has acquired seniority rights, an employee may be discharged for cause without having the right to grieve against such discharge.

**9.04** — Whenever an employee with acquired seniority rights is away from work on a leave of absence or because of a disciplinary suspension or illness or injury or any other justifiable reason, his seniority shall accumulate during such an absence, unless otherwise stipulated in the present Agreement.

**9.05** — Whenever an employee is laid off, his seniority shall continue to accumulate during such period of time that his name appears on the recall list.

**9.06** — Whenever an employee is promoted to a classification excluded from the bargaining unit for a cumulative maximum period of nine (9) months, his seniority is

maintained but does not accumulate unless there is a mutual agreement to the contrary between the parties. If this cumulative maximum period is exceeded, his seniority is lost.

Whenever such an employee is returned by Management to the bargaining unit, he shall have the right to exercise his acquired seniority rights in the classification he held immediately prior to his transfer outside the bargaining unit, if there is in such classification an employee with less seniority. If there is no such employee with less seniority or if the classification no longer exists, he shall then be considered as displaced and may exercise his acquired seniority rights in accordance with the present agreement.

**9.07** — Employees excluded from the bargaining unit who have not occupied a classification within the bargaining unit on or after September 25, 1974, have no seniority rights in virtue of this article unless otherwise mutually agreed to by both parties. If, after the signature of this agreement, they were transferred to the bargaining unit, they would, for purposes of seniority, be considered as new employees, except that such employees, would have the right to displace probationary employees, whose work they are qualified to perform.

**9.08** — Notwithstanding any contrary provision herein, an employee with acquired seniority rights who is away from work on a leave of absence or because of illness or injury or disciplinary suspension or any other justifiable reason is considered as an incumbent to this classification. Upon his return to work, he shall automatically resume said classification, unless he is unable to satisfy the normal requirements of the work to be performed within a **reason-**

able delay; if this should happen the stipulations of paragraph **9.15** or **9.17** would apply.

However, if during such absence changes in the personnel of his classification have occurred through the application of the seniority provisions of this agreement, he shall be considered as being displaced unless there is an incumbent with lower seniority in said classification.

**9.09** — The seniority list of all employees presently in the bargaining unit has been agreed to by both parties and may not be modified except as provided for in this article.

**9.10** — When two **(2)** or more employees have the same seniority date, their names will appear on the seniority list in order of the permanent punch card number taking into consideration article **9.01**, the employee having the lower permanent punch card number having the highest seniority and so on.

**9.11** — An employee shall lose his seniority rights:

A) when he voluntarily quits his employment;

**B)** when he is discharged for a just and sufficient cause and that this action is not reversed or modified by the parties or by an arbitrator;

**C)** when he has been away from work without **authorization** or without sufficient reason for more than three **(3)** consecutive working days;

**D)** when he fails to report to work on the first **(1st)** working day following the expiration of an **authorized** leave of absence without sufficient reason;

**E)** when he is absent from work on account of a non-occupational accident or illness for a period equal to his

seniority, when such absence starts, up to a maximum of thirty six (36) consecutive months; however, if he subsequently presents himself to the Company for employment with proof of his fitness to work, he will be rehired and credited with his seniority previously accumulated, including the corresponding period;

**F)** when he fails, except as provided for in paragraph 9.21, to advise Management within three (3) working days of his intention to return to work and when he fails to return to work within five (5) working days of appropriate notice of recall to work sent by the Company to his last known address as shown in the Company's records. Copy of said notice shall be sent to the Union. However, the provisions of the present paragraph do not apply whenever the employee provides a reasonable cause for not having notified Management and reported to work within the allowed time;

**G)** after being laid off for lack of work for a period equal to his seniority at the time such lay off started, up to a maximum of thirty-six (36) consecutive months.

**9.12 —** Any employee having acquired seniority rights must receive a notice of at least ten (10) working days or his regular wages (including cost of living allowance) for this period in lieu thereof before any layoff. A copy of this notice shall be remitted at the same time to the Union.

Notwithstanding the foregoing, an employee whose work is directly affected by a major breakdown or Act of God, may be temporarily laid off without regard to his acquired seniority rights or to the notice or payment in lieu thereof provided above, for a period of a maximum **dura-**

tion of three (3) working days, after which the said notice or payment in lieu provided in paragraph 9.15 will apply. However, an employee may not in virtue of this paragraph lose more than a total of six (6) days of work without notice or pay in lieu of notice per contract year.

**9.13** — For the purpose of exercising acquired seniority rights, the employees shall be divided in groups as stipulated in Appendix “A”.

**9.14** — In any case of reduction of manpower, the employees having no acquired seniority rights shall be laid off in the first place in their classification and seniority group affected by the reduction. Should the reduction of manpower extend further, the employees with acquired seniority rights shall then be laid off from their classification and seniority group affected by the reduction, in the reverse order of their acquired seniority rights, the employee with the least seniority being laid off first, unless the employees remaining at work do not have the capacity to meet the normal requirements of the work to be performed within a reasonable time period, up to a maximum of ten (10) working days.

**9.15** — When an employee is displaced from his classification, he has the right:

A) to accept the lay off and have his name placed on the recall list; or

B) to submit his candidacy for any vacant job in a classification covered by the present agreement in conformity with the provisions of paragraph 9.22 of the present agreement; and/or

C) to exercise his acquired seniority rights to obtain any classification where there is an incumbent with less se-

seniority unless he does not have the capacity to meet the normal requirements of the work to be performed within a reasonable time period, up to a maximum of ten (10) working days.

1) in any classification which he has performed previously; and/or

2) in a classification in an equal or lower wage bracket in his seniority group; and/or

3) in a classification in an equal or lower wage bracket in another seniority group on condition that the exercise of his rights in virtue of sub-paragraph 2) causes a reduction of wage brackets and provided that the exercise of his rights in virtue of sub-paragraph 3) causes a lesser reduction of wage brackets; and/or

4) in a classification in the pool which causes the least reduction of wage brackets in conformity with his seniority rights. If such a displacement causes the lay off of an employee in a classification in the pool, the employee having the least seniority in that classification in the pool will be laid off.

Within three (3) working days of his receipt of a lay off notice, the employee must indicate to the Company his initial classification(s) for exercise of his acquired seniority rights on a form which the Company will provide to him at the moment he receives such lay off notice.

**9.16** — For purposes of this article, the parties agree that the members of the Union Plant Committee and the stewards shall have preferential seniority and that they cannot be laid off as long as there is bargaining unit work to perform in their respective jurisdiction, unless such employees so remaining at work are unable to satisfy the normal requirements of the work to be performed in a reasonable delay.

The same provisions apply to the President, **Vice-President**, Recording Secretary and Financial Secretary of the local Union in their respective classifications, along with the safety and health representatives.

**9.17** — Whenever an employee, for medical reasons and on provision of a doctor's certificate in writing, is unable to continue to work in his regular classification, the parties may, by mutual agreement, deviate from the seniority rules in order to assure him employment.

An employee, unable to accomplish his work following an injury or professional illness covered by the Law of Workmen's Compensation while he is employed by the Company, shall be assigned to another job in a classification that he is able to perform, disregarding seniority dispositions of this agreement; however, this employee cannot replace an employee who has more seniority.

**9.18** — Management shall establish and maintain up to date a recall list, and supply a copy to the union along with the seniority list.

Said list shall include the name of all employees who have seniority rights and are laid off because of a reduction of manpower, also including their classification and their seniority group at the moment when their name had been recorded on the recall list in virtue of paragraph **9.19**.

The names of employees laid off before the signature of this agreement, and who would be admissible in virtue of other dispositions of this agreement, must be recorded on the recall list.

**9.19** — The name of employees laid off or transferred or displaced, by reason of a lay off will be listed and **main-**



**tained** on the recall list for a period equal to their acquired seniority at the time of his lay off or transfer or displacement, up to a maximum of thirty-six **(36)** months from the date of their lay off or transfer or displacement.

Upon his return to work and notwithstanding the provisions of paragraph **9.16**, an employee absent due to an **authorized** absence, illness or accident and who should have been laid-off or transferred during such absence, will see his name added to the recall list retroactively to the date when he would have been otherwise laid-off or transferred.

**9.20** — In the case of increase of manpower, the following procedure applies:

a) Employees whose names appear on the recall list and who, on the date when the increase of manpower is established, are working in the Company but in a classification and seniority group which they obtained by right of bumping in accordance with Article **9.15** will be recalled to their former classification in order of their acquired seniority rights unless they do not have the capacity to meet the normal requirements of the work to be performed within a reasonable time period, up to a maximum of ten **(10)** working days.

b) The employees who are laid off and whose names appear on the recall list will be recalled to their former classification, or to work, according to the recall list in order of their acquired seniority, the employee with the most seniority being first recalled to his former classification or to work unless he does not have the capacity to meet the normal requirements of the work to be performed within a reasonable time period, up to a maximum of ten **(10)** working days.

**9.21** — An employee whose name appears on the recall list may refuse to return to work without losing his seniority for the following reasons:

1) if he is recalled for a temporary period not longer than fifteen (15) working days;

2) if he is recalled to a classification other than the original classification which he held in his seniority group at the moment of the reduction in manpower and before having exercised his seniority rights in virtue of paragraph 9.15 of the present collective agreement;

3) if he is recalled to a classification less remunerated than the one he exercised upon his lay off; or

4) if he is unable to return to work because of sickness or accident. In such a case a leave of absence will be granted in virtue of the stipulations in paragraph 18.02.

**9.22** — A vacant job in the sense of the present agreement is one which is part of a classification for which no employee has recall rights.

Any vacant job (including any new classifications) shall be posted for three (3) complete working days.

The form to submit his candidacy can be obtained from the place designated to this end in the plant. The form once completed will be deposited in the box and one copy (1) given to the Union in a different box, both located at the same place.

Members of the Union Plant Committee or sector stewards can fill the forms to submit the candidacy of employee absent from work for legitimate reasons.

Each vacant job shall be filled in order of their acquired seniority rights from among the employees having submitted their candidacy, either by answering the posting, or by having previously indicated their candidacy in writing by the means described above, unless the senior employees do not have the capacity to meet the normal requirements of the work to be performed within a reasonable time period, up to a maximum of ten (10) working days. The choice will be made in the following order of priority:

1) Among employees for whom the vacant job constitutes a promotion or a transfer to another classification, at an equal wage level, or in another classification at an inferior wage level.

2) among probationary employees;

3) by new hire

A vacant position is posted and filled as per the description and the normal requirements, as defined in this agreement.

Each vacant job so posted must be filled within thirty (30) calendar days following the **expiry** of the posting period. In the event of failure to fill the job within this period, the vacant job is automatically cancelled and must be **reposted** if Management decides to fill the job.

The name of the employee chosen to fill the vacant position is posted at the latest two (2) work days after the nomination. If Management does not grant to the employee (s) with the most seniority the vacant position, the employee (s) that have applied for the position who has more seniority, than the employee (s) that is (are) chosen, will be advised in writing by Management, of the reasons of the refusal.

**9.23** — An employee who, following the application of the present article, is transferred permanently to another

classification may within the ten (10) working days of the transfer, choose to return to his former classification provided there is in said classification an incumbent with less seniority. If not, he is then considered as being displaced. He may also be returned by decision of Management. Such decision may be contested by the grievance procedure.

**9.24** — Whenever an employee refuses a promotion or a transfer, such action is without prejudice to the subsequent exercise of his acquired seniority rights.

## **ARTICLE 10**

### **DISCIPLINE**

**10.01** — Any employee has the right to receive at any time information with respect to his disciplinary file. The Union has the right to receive information with respect to the disciplinary file of any employee involved in an unresolved grievance concerning disciplinary action.

**10.02** — No complaint shall be recorded against an employee nor may be used against him at any time unless said employee and the Union have been advised accordingly in writing within ten (10) working days of the date at which the Company has had knowledge of the incident or the event giving rise to the complaint.

**10.03** — If an employee signs a notice relative to a disciplinary case, he does so only to acknowledge that he has been notified accordingly and the fact of signing in no way constitutes an admission of guilt.

**10.04** — Any complaint recorded against an employee as well as any mention of suspension shall be cancelled after twelve (12) months unless another suspension for the

same **offense** occurs within twelve (12) months of the former suspension. Any such complaint and/or mention of suspension may not be used against the employee after such cancellation as mentioned above.

**10.05** — In case of suspension, discharge, or **termination**, the employee involved must be permitted to discuss the matter immediately with a Union committeeman or steward after having punched out but before he leaves the plant.

**10.06** — Demotion will not be **utilized** as a form of discipline.

## **ARTICLE 11**

### **SAFETY & HEALTH**

**11.01** — The Company **recognizes** its obligation to provide employees with a safe, sanitary environment and agrees to take all necessary measures to safeguard the health and safety of employees during the working hours. The Union, on its part, shall cooperate in the promotion of good safety and health practices among bargaining unit employees.

**11.02** — The Company will :

**A)** Provide and maintain at no cost to employees personal protection equipment, devices and clothing when necessary or required by the employer or by government laws and regulations.

**B)** Without restricting the generality of sub-paragraph A), continue to supply and maintain, without cost the equipment, devices and clothing that it furnished at the date of signature of the current agreement. This holds true for any other work clothing required by Management or

already provided by same. The employee will be held responsible in the case of loss.

**C)** Supply eye protection devices, approved by the joint Safety and Health Committee, which all employees must wear, in areas designated by Management or when required by the type of work.

When an employee requires prescription lenses to conform to the above-mentioned stipulation, the Company will reimburse the cost normally once every twenty four (24) months if such lenses have already been approved by the joint Safety and Health Committee and that such lenses are **medically** required due to deterioration of the eyesight.

Should an employee accidentally damage or break his prescription lenses in the normal exercise of his duties in the plant, Management will reimburse the employee the cost of repair or replacement.

It shall be the responsibility of the employee to take care of his eye protection devices.

**D)** The Company shall provide to certain bargaining unit employees safety footwear conforming to **ACNOR Z195-1970**.

The appropriate safety footwear models, the designated areas\* and the employees who must wear safety footwear, are determined by the joint Safety and Health Committee or, in case of conflict, by the Inspector and/or the **CSST**.

\* The expression "designated areas" means any areas where the safety footwear must be worn by bargaining unit employees.

If an employee accidentally damages his safety footwear during the normal exercise of his duties at

work, Management will provide him with another pair as per the above paragraph.

The employee will be responsible for the care of his safety footwear. All employees of the bargaining unit designated to wear safety footwear while at work must do so.

**E)** Inform employees of inherent risks and potential hazards in their work and enforce proper safe work practices and/or use of protective apparatus at their disposal.

**11.03** — Without limiting the right to submit grievances in matters of safety and health, the Company **recognizes** a joint Safety and Health Committee composed of three **(3)** Company representatives, one being the Safety and Health Coordinator; and three **(3)** Union representatives, who are also safety representatives. Each Union Safety Committee member must come from a different zone as described in Article 5 of the Collective Agreement. The three **(3)** Union representatives will always remain on the day shift and will not be subject to any loss of salary as a result of participation in Committee meetings and activities. The functions of this Committee are:

**A)** jointly assure that government laws and regulations and any other Management safety and health rules are respected;

**B)** hold meetings once a month or when necessary for the discussion of current accidents and/or potential health hazards, their causes and ways to prevent them, as well as to review safety and health conditions and to submit to

Management any recommendations judged useful.

**C)** may discuss complaints relative to safety and health problems.

**D)** any other function listed in Article 78 of the Act respecting occupational health and safety;

**E)** to determine the amount of time that the safety representative can spend in the performance of his functions in accordance with the Act respecting occupational health and safety.

**11.04 —** Notwithstanding the previous paragraph, the safety representatives are **authorized** to leave their work place without loss of pay, up to a total of eighteen **(18)** hours per week for all three **(3)** representatives, to **fulfill** their obligations defined in this article. These hours are not included in the total hours provided for Union representatives by virtue of paragraph 5.03 of this agreement.

The functions of the safety representative will be:

**A)** to participate with the designated company Safety and Health Representative at a mutually convenient time, in an inspection of the various plant areas. They can, during this visit, make all recommendations necessary regarding the plant working environment;

**B)** receive notification of fatalities and injuries resulting from work related accidents and immediately conduct inspections of the site or machine where the accident occurred;

**C)** to accompany government inspectors during their Safety and Health visits in accordance with the law and to



receive reports on their findings; as much as possible, prior notice will be given.

**D)** to accompany National Union safety and health personnel, to which access to the plant will be granted by the **Management, providing** reasonable advance notice of the visit is given.

**E)** receive from Management, information regarding (I) the identification of potential and existing hazards of materials, processes and equipment; (II) company safety and health experiences; (III) work related accidents, and review the results of Management investigations of such accidents and make necessary and desirable recommendations.

**F)** any other functions listed in Article 90 of the Act respecting occupational health and safety once it is promulgated.

**11.05 —** When a condition exists which an employee judges dangerous for safety or health, he must immediately inform his supervisor. If the situation is not corrected and the employee refuses to perform the work the **supevisor** requests the presence of the Company safety representative or a replacement and the presence of the Union safety representative or a replacement who will try to settle the problem. The representative from Management has the authority if he judges necessary, to stop the work in question.

If the condition is not judged dangerous for safety or health and if the employee continues to refuse to perform the work an inspector of the **CSST** shall immediately be summoned. His decision will be final and binding.

**11.06 —** When an employee is injured at work, he shall not suffer any loss of pay on the day of the accident. If he is

sent home or to the hospital or to the doctor's office, the Company assumes the cost of transportation both ways if the return is the same day.

**11.07** — When an employee, after having been injured at work and following his return to work, is required to visit a physician or a hospital or the office of the Workmen's Compensation Board for examination or treatment, the employee shall not suffer by this fact any loss of pay during his regular working hours, taking into account amounts received from the Workmen's Compensation Board. The employee shall furnish the information as to the time of the appointment and the hour of the termination of examination or treatment.

**11.08** — In the case of workers suffering physical or mental disability which affects their normal work performance it is permissible for the parties, after written agreement to deviate from the stipulation of the present agreement to establish special working conditions.

## **ARTICLE 12**

### **PRODUCTION STANDARDS**

**12.01** — Management will continue to follow its established past practices regarding production standards. Management accepts that production standards are and will be established with justice and equity according to the reasonable working capacity of normal experienced employees, working at a normal pace, in order to furnish quality of work performed in the manner prescribed by Management.

**12.02** — Where a complaint is made concerning production standards, Management will supply the union

with all pertinent information as to how the standards were established, at the Union's request.

**12.03** -Any disagreement which arises regarding production standards, shall be subjected to the grievance procedure. At the third step, a qualified representative of the Industrial Engineering Department of the National Union may participate in the investigation of the grievance including the taking of a time study of the job in dispute, using the continuous reading stopwatch method. Failing agreement, the grievance will be submitted to arbitration.

**12.04** — If Management decides to install a new system of production standards and/or an incentive system, it will negotiate the proposed changes with the Union. If the parties fail to agree, the disagreement may be submitted as a policy grievance and will be **arbitrable**.

**12.05** — The arbitrator of any disagreement, regarding production standards will be a person competent in the field of industrial engineering.

## **ARTICLE 13**

### **CLASSIFICATIONS AND RATES OF PAY**

**13.01** — All classifications and their corresponding rates of pay agreed upon by both parties are listed in Appendix "B" attached hereto and forming part hereof.

**13.02** — Each employee shall be paid the rate of pay provided for his classification in Appendix "B".

**13.03** — Wages are paid by cheque or by direct bank deposit every Wednesday during regular working hours. Whenever a bank holiday falls on Thursday of the pay-

week, then the payday shall be Tuesday. The Union and/or the employee using this direct deposit service cannot hold Management responsible for any delays which may occur in the bank system.

**13.04** — If during the life of this agreement a new classification is established or a present classification is **substantially modified, the corresponding rate of pay shall be** established by Management who shall so inform the Union in writing. If the Union does not agree with the rate of pay established, it may submit a grievance to the third step, within twenty (20) working days of the date of reception by the Union of the Company's notice and, if necessary, to arbitration. The rate of pay mutually agreed upon or decided by the arbitrator shall be paid retroactively to the date on which the classification was established or modified unless the arbitrator decides on a subsequent date. Appendix "A", "**B-2**" and "**B-3**" shall automatically **be modified to include the classification and the corresponding rate of pay.**

This article should not be used in order to avert or to change the stipulations of the Agreement or its Appendix, more specifically the seniority or the training program.

**13.05** — Once the rate of pay is finally decided under provisions of paragraph **13.04** said classification shall be considered as vacant and the seniority provisions shall apply if the rate agreed upon represents an increase over the rate originally established by Management.

**13.06** — Any employee may be transferred temporarily from his classification to another classification in order to replace absent employees, to avoid lay offs and recalls of short duration, or to cover temporary expansion in an operation or operations on condition that:

A) the temporary period shall not exceed thirty (30) working days, unless Management and the Union mutually agree to prolong such period;

B) the Union shall be notified of the name and assignment of such employee if the transfer is of more than one (1) working day duration and/or if the period is prolonged beyond the thirty (30) working days: in the case of a temporary transfer less than one (1) working day the Union delegate shall be properly advised.

C) such temporary transfer will not be used in an arbitrary, capricious or discriminatory manner;

D) the experience acquired by such employee temporarily transferred will not be used to his advantage to the detriment of an employee or employees with more seniority in applying paragraph 9.22;

E) no employee regularly assigned to the classification in question will be laid off while a temporarily transferred employee is assigned to such classification.

**13.07** — Any employee temporarily transferred from his classification to a higher-paid classification shall receive the corresponding higher rate for all work performed in said classification provided that such work be of a total duration of one (1) hour in any one day.

**13.08** — Any employee temporarily transferred from his classification to a lower-paid classification at the request of the employer shall continue to be paid the rate of his regular classification.

## **ARTICLE 14**

### **COST-OF-LIVING ALLOWANCE**

**14.01** — Each employee covered by this Agreement shall receive a Cost-of- Living Allowance as set forth in this section.

#### **14.02 — Basis for Allowance:**

**A)** Effective on Monday, March 5, 1990 the one dollar and forty-three cents (~~1.43\$~~) Cost-of-Living Allowance in effect immediately prior to December 11, 1989, shall be added to the base wage rates for each classification in effect on that day.

**B)** The amount of the Cost-of-Living Allowance shall be determined in accordance with changes in the official Consumer Price Index for Canada ( 1981 = 100) (all items, all of Canada) published by Statistics Canada, and herein-after referred to as the Index.

**C)** Continuance of the Cost-of-Living Allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for October, 1989 unless otherwise agreed upon by the parties.

**D)** If Statistics Canada changes the form or the basis of calculating the official Consumer Price Index for Canada, the parties agree to request the Minister of Industry, Trade & Commerce of Canada, to make available for the duration of the Agreement, a Monthly Consumer Price Index in its present form and calculated on the same basis as the Index for October, 1989.

**14.03 — Determination of Allowance:**

A) Payment for Cost-of-Living Allowance will be made commencing Monday, May 7th, 1990. The Allowance shall be adjusted by one cent (0.01\$) per each one hundred and twenty five thousandth (0.125) point change on the Statistics Canada Consumer Price Index (all items), all of Canada (1981 = 100) by which the Index exceeds the average of October, November and December 1989. Adjustments in the Cost-of-Living Allowance shall be made quarterly at the following dates:

<b>Effective Date of Adjustment</b>	<b>Based upon three-month(3) Average of Statistics Canada Consumer Price Index</b>
First pay period May 1990,	January, February and March 1990.
First pay period in August 1990.	April, May and June 1990.
and, at the three-calendar month (3)intervals thereafter to the first pay period in November 1992.	July, August and September 1992

In determining the three-month(3) average of the Index for a specified period, the computed average shall be rounded to the nearest one-tenth (0.1) point of the Index.

B) Effective May 7th, 1990 and for any period thereafter as provided in paragraph 14.03 a), the Cost-of-Living Allowance shall be in accordance with the following table:

**Three(3)-Month  
Average Statistics  
Canada Consumer  
Price Index  
(1981=100)**

**Cost-of-Living  
Allowance**

153.624 or less	NONE
153.625 – 153.749	\$0.01
153.750 – 153.874	.02
153.875 – 153.999	.03
154.000 – 154.124	.04
154.125 – 154.249	.05
154.250 – 154.374	.06
154.375 – 154.499	.07
154.500 – 154.624	.08
154.625 – 154.749	.09
154.750 – 154.874	.10
154.875 – 154.999	.11
155.000 – 155.124	.12

and so forth with a one-cent (0.01\$) adjustment for each one hundred and twenty five thousandth (0.125) point change in the average Index for the appropriate three (3) months as indicated in paragraph 14.03 (A).

**C)** In the event Statistics Canada does not issue the appropriate Indexes on or before the beginning of one of the pay periods referred to in Paragraph a) any adjustment in the Cost-of-Living Allowance required by such appropriate Index shall be effective at the beginning of the first (1st) pay period after receipt of such Index.

**D)** No adjustments, retroactive or otherwise, shall be made in the amount of the Cost-of-Living Allowance due to any revision which later may be made in the published figures for the Index for any month or months specified in Paragraph (A).



**14.04** — The amount of any Cost-of-Living Allowance in effect at the time shall be taken into account in computing overtime, holiday pay and in determining call-in pay, call-back pay, pay for vacation, unworked holidays, jury duty pay, bereavement and paid absence allowance.

**14.05** — The amount of the Cost-of-Living Allowance payable under the provisions of this Section shall be paid in the regular pay cheques.

## **ARTICLE 15**

### **WORK SCHEDULE, SHIFT WORK AND OVERTIME**

**15.01** — For purposes of this Agreement, the work week will begin at **00h01** Monday and will end at **24h00** the following Sunday.

**15.02** — The regular work week shall be forty **(40)** hours divided in five **(5)** consecutive days of eight **(8)** hours each, from Monday to Friday inclusively.

**15.03** — The regular work schedules, as provided in paragraph **15.02** are as follows:

**A) One (1) shift operation:**

**7h00 to 15h30**

**B) Two (2) shift operations:**

Day shift — **7h00 to 15h30**

Evening shift — **15h30 to 24h00**

**C) Three (3) shift operations:**

- Day shift - 7h00 to 15h30
- Evening shift - 15h30 to 24h00
- Night shift - 00h00 to 7h00

These schedules include a one-half (1/2) hour unpaid meal period.

An employee who is assigned to the night shift, is remunerated for the equivalent of eight (8) hours of work, at straight time, or the equivalent for hours worked on said shift. Furthermore for the application of paragraph 15.06 an employee is considered having worked eight (8) hours and receives the shift premium for the equivalent of hours worked.

However, for the application of paragraph 15.07 the employee is considered to have worked six and one half (6 1/2) hours.

Procedure for the calculation of wages in virtue of Article 15.03 C) for the night shift.

Absence 6 minutes = 1/10	Time Subtracted	Timepaid
1/10 hour	2/10 hour	8 hrs - 2/10 - 7.8 hrs
2/10 "	4/10 "	8 hrs - 4/10 - 7.6 "
3/10 "	6/10 "	8 hrs - 6/10 - 7.4 "
4/10 "	8/10 "	8 hrs - 8/10 - 7.2 "
5/10 "	1 hour	8 hrs - 1h. - 7.0 "
6/10 "	12/10 "	8 hrs - 12/10 - 6.8 "
7/10 "	14/10 "	8 hrs - 14/10 - 6.6 "
8/10 "	16/10 "	8 hrs - 16/10 - 6.4 "
9/10 "	18/10 "	8 hrs - 18/10 - 6.2 "
1 hour	2 hours	8 hrs - 2h. - 6.0
11/10 "	22/10 "	8 hrs - 22/10 - 5.8 "
12/10 "	24/10 "	8 hrs - 24/10 - 5.6 "
13/10 "	26/10 "	8 hrs - 26/10 - 5.4 "
14/10 "	28/10 "	8 hrs - 28/10 - 5.2 "
15/10 "	3 hours	8 hrs - 3h. - 5.0 "

**15.04** — Management may advance or move back any of the work schedules provided in paragraph **15.03** up to a maximum of one-half (1/2) hour. Any modification of more than one-half (1/2) hour in the work schedules may only be made by mutual agreement between Management and the Union. Management will give the Union advance notice of at least one (1) week of any proposed change in the work schedule.

**15.05** — When more than one (1) shift becomes necessary in a given operation, a system of rotation every four (4) weeks will be established, unless there is mutual agreement to the contrary, and the principle that each employee involved pass from one shift to another in turn during periods of time of equal length will be **recognized**.

Except in exceptional circumstances, employees involved will be advised four (4) weeks in advance of their respective schedule of rotation.

If the **two(2)** or three (3) shifts necessary require an equal number per shift of employees in the classification involved who normally perform the work in question, the said employees will be assigned to shifts in such a way that each employee will spend four (4) weeks on each shift in his turn.

If the shifts necessary do not require an equal number of employees per shift, Management will advise the employees of the number of employees in the classification involved who normally perform the work in question required for the rotating shift. If an adequate number of such employees do not volunteer for the rotating shifts, the required number of employees will be assigned by Management to rotating shifts in order of their seniority, those having less seniority performing the rotation, and those having more seniority remaining permanently on the day shift. Those assigned in this manner to rotating

shifts will spend four (4) weeks on each shift in turn.

The Company assigns to a permanent shift other than the day shift, when such a shift exists, and in function of the number of employees required on such a shift, any employee who has made the request five (5) weeks in advance from his respective rotation calendar. The same period of five (5) weeks applies when the said employee wishes to return to his place in the rotation.

**15.06** — Any employee assigned to the evening shift shall receive in addition to his regular rate, a shift premium equal to three percent (3%) of his base rate per hour worked. Any employee assigned to the night shift shall receive in addition to his regular rate, a shift premium equal to three percent (3%) of his base rate per hour worked. Such shift premium is included in the wage rate for purposes of calculation of overtime payment.

**15.07** — Overtime work shall be paid as follows:

**A) Monday to Friday inclusive:**

Time and one-half (1 1/2), of the employee's regular rate, after eight (8) hours worked in any period of twenty-four (24) hours beginning with the regular starting time of the employee.

Double (2) time, of the employee's regular rate, after twelve (12) hours worked in any period of twenty-four (24) hours beginning with the regular starting time of the employee.

**B) Saturday:**

Time and one-half (1 1/2), of the employee's regular rate, for twelve (12) hours worked.

Double (2) time, of the employee's regular rate, after twelve (12) hours worked.

**C) Sunday:**

Double (2) time, of the employee's regular rate, for all hours worked.

**D) Any holiday listed in Article 16:**

Double (2) time, of the employee's regular rate, for all hours worked plus the regular holiday pay.

**15.08 — For the purposes of paragraph 15.07**

**A)** Any shift whose regular scheduled hours start on one calendar day and overlap into another will be considered as having been completely worked on the day the shift started.

**B)** A continuous period of overtime work shall be considered as part of the day during which such continuous period has started.

**15.09 —** The Union **recognizes** that the nature of the Company's work and customer demands often require the performance of overtime work. Overtime will generally be performed on a voluntary basis. However, in the event that sufficient qualified employees do not accept to work overtime on any day on which overtime is required, employees may be required to work overtime, in reverse order of their acquired seniority rights, unless they have valid reasons for refusing.

Management will endeavour to distribute overtime work as equitably as possible among employees who normally perform the required work.

When overtime is required, employees will be notified as soon as practicable but no later than the end of the shift one (1) day in advance of the day overtime is to be worked on a week day and not later than the end of the shift two

(2) days in advance for overtime to be worked on a weekend, or a sixth (6th) or seventh (7th) day of the employee's workweek, except where unusual or unpredictable circumstances prohibit such advance notice.

**15.10** -The Union and any employee shall have access at all times during regular office hours to the overtime records kept up to date by Management.

**15.11** — Whenever there is a regular monthly Union membership meeting, Management shall not schedule overtime work while such a meeting is in progress, except for occasional emergency overtime. **However, the** Union must advise Management at least five (5) working days in advance of the date of the meeting.

**15.12** — Any employee who, without having been previously notified to the contrary, reports for work at his regular starting time on any scheduled work day, and for whom no work is available, shall be provided work or pay in lieu thereof for a minimum of four (4) hours at the applicable hourly rate. This provision shall not apply in cases of Act of God.

**15.13** — Any employee having left the premises of the Company and who is recalled to work to perform work outside of his regular schedule shall be paid at the applicable rate, but with a minimum of four (4) hours of work or pay in lieu thereof at the applicable overtime rate. The same minimum shall apply in the case of any employee called to work on a Saturday, on Sunday or on a holiday.

## **ARTICLE 16**

### **GENERAL HOLIDAYS**

**16.01** --- The following holidays are observed and remunerated at the regular rate of the employee:

#### **1st year of the Contract**

Good Friday	April 13, 1990
Victoria Day	May 21, 1990
Quebec National Holiday	June 25, 1990
Confederation	June 29, 1990
Labour Day	September 3, 1990
Thanksgiving	October 8, 1990
Christmas Eve	December 24, 1990
Christmas	December 25, 1990
Wednesday	December 26, 1990
Thursday	December 27, 1990
Friday	December 28, 1990
Monday	December 31, 1990
New Year's Day	January 1, 1991
Wednesday	January 2, 1991

#### **2nd year of the Contract**

Good Friday	March 29, 1991
Victoria Day	May 20, 1991
Quebec National Holiday	June 24, 1991
Confederation	July 1, 1991
Labour Day	September 2, 1991
Thanksgiving	October 14, 1991
Monday	December 23, 1991
Christmas Eve	December 24, 1991
Christmas	December 25, 1991
Thursday	December 26, 1991
Friday	December 27, 1991
Monday	December 30, 1991

Tuesday December 31, 1991  
New Year's Day January 1, 1992

**3rd year of the Contract**

Good Friday April 17, 1992  
Victoria Day May 18, 1992  
Quebec National Holiday June 24, 1992  
Confederation July 2, 1992  
Friday July 3, 1992  
Labour Day September 7, 1992  
Thanksgiving October 12, 1992  
Christmas Eve December 24, 1992  
Christmas December 25, 1992  
Monday December 28, 1992  
Tuesday December 29, 1992  
Wednesday December 30, 1992  
Thursday December 31, 1992  
New Year's Day January 1, 1993

**16.02** — Apart from the Quebec National Holiday ruled by legislation, to have the right to holiday pay as provided for in paragraph 16.01, the employee must:

A) Have acquired seniority rights in virtue of paragraph 9.02;

B) Have worked the last working day before the holiday and the first working day after the holiday, except in the following cases;

1) lay off or leave of absence beginning during the week preceding or during the week in which the holiday is observed;

2) recall from lay off or return to work after a leave of absence after the holiday, but during the week in which the holiday is observed;



3) any other absence or lateness or departure before the end of the shift for valid reasons acceptable to Management. Any such decision by Management may be contested through the grievance procedure.

However, an employee who accepts to work on the holiday but who, without valid reason (s) does not report to work or does not work will not have the right to holiday pay.

**16.03** — Whenever any of the above mentioned holidays fall on a Saturday or on a Sunday, said holiday shall, for the purpose of this agreement, be observed on the previous Friday or on the following Monday respectively.

**16.04** — Whenever any of the above holiday is observed on another day through proclamation by federal, provincial or municipal authorities, the provisions of this article shall then apply to the day stipulated in such proclamation.

## **ARTICLE 17**

### **VACATION**

**17.01** — Any employee with less than one (1) year of service on May 1st of the current year shall be entitled to a paid vacation of one (1) day for each month of service up to a maximum of ten (10) working days. Pay for such vacation shall represent four percent (4%) of his gross earnings during the twelve (12) month period preceding May 1st of the current year.

**17.02** — An employee who has completed one (1) year of service, but less than five (5) years, on May 1st of the current year shall be entitled to two (2) weeks of paid vacation per year. Pay for such vacation shall represent either four percent (4%) of his gross earnings during the

twelve (12) month period preceding May 1st of the current year or eighty (80) hours pay at his regular rate in force at the moment he takes his vacation, whichever is the higher.

**17.03** — An employee who has completed five (5) years of service, but less than twelve (12) years on May 1st of the current year, less than ten (10) years as of May 1st, 1991, shall be entitled to three (3) weeks of paid vacation per year. An employee who completes five (5) years of service during the current year acquires the right to the third (3rd) week of vacation. Pay for such vacation shall represent either six percent (6%) of his gross earnings during the twelve (12) month period preceding May 1st of the current year or one hundred and twenty (120) hours at his regular rate at the moment he takes his vacation, whichever is higher.

**17.04** — An employee who has completed twelve (12) years of service, ten (10) years as of May 1st 1991, but less than twenty (20) years on May 1st of the current year shall be entitled to four (4) weeks of paid vacation per year. An employee who completes twelve (12) years of service during the current year, ten (10) years as of May 1st, 1991, acquires the right to the fourth (4th) week of vacation. Pay for such a vacation shall represent either eight percent (8%) of his gross earnings during the twelve (12) month period preceding May 1st of the current year or one hundred and sixty (160) hours at his regular rate at the moment he takes his vacation, whichever is higher.

**17.05** — An employee who has completed twenty (20) years of service or more on May 1st of the current year shall be entitled to five (5) weeks of paid vacation per year. An employee who completes twenty (20) years of service during the current year acquires the right to the fifth (5th) week of vacation. Pay for such vacation shall represent

either ten percent (10%) of his gross earnings during the twelve (12) month period preceding May 1st of the current year or two hundred (200) hours at his regular rate at the moment he takes his vacation, whichever is higher.

**17.06** — For purposes of this article, the word “service” includes any period during which an employee accumulates seniority as well as any other periods in the employ of the Company outside the bargaining unit.

**17.07** — For purposes of vacation, the plant will be closed during two (2) consecutive calendar weeks, between July 1st and August 15th of each year. However, if it is necessary to maintain a reduced work force, qualified employees having vacation rights of less duration than the shutdown period shall be given first preference to work during the shutdown, after which, to the extent work is available, other qualified employees may choose, in order of their acquired seniority rights, to work or not to work at this moment,

Employees who are otherwise eligible and who work during the shutdown period will have the right to two (2) consecutive calendar weeks of vacation between the Québec National Holiday and Labour Day Holiday, except by mutual agreement to the contrary between the employee and Management.

Vacations which are not taken as provided above must be taken between May 1st of the current year and April 30th of the following year. The choice of such vacation periods, as well as the choice of the third (3rd), fourth (4th), or fifth (5th) week by any employee who has the right to such vacation, will be decided by mutual agreement, taking into account the wishes of the employee and the requirements of production. In case of conflict between employees regarding the choice of a given period,

the priority of choice will be established by seniority, the employee with the most seniority having the first choice and so on.

**17.08** — The vacation shutdown period will be established and posted before May 1st of each year. Once established, the said period may not be modified except by agreement between the Union and Management.

**17.09** — Vacations are not cumulative. No pay shall be given in lieu of vacations except in cases where sickness or accident prevents the employee from taking one (1) or more days of vacation, as previously scheduled, before May 1st.

Notwithstanding the above an employee, who during a current year acquires an **additionnel** week of vacation, may take such week in the twelve (12) months following such date.

**17.10** — The employee will receive his vacation pay before his departure for vacations for the time period that he is taking, provided it is of five (5) working days or more. Vacation pay will be on a different pay cheque than his regular pay when vacations are for a duration of five (5) working days or more. Employees who take their vacation during the shutdown period as mentioned in art. 17.07, will receive their vacation pay (3) working days prior to the shutdown.

**17.11** — If one (1) or more of the holidays provided in Article 16 fall during the vacation period of an employee, such employee shall have the right to one (1) additional consecutive day of vacation paid at his regular rate of pay for each such holiday.

**17.12** — An employee permanently or indefinitely laid off will be paid the appropriate percentage he would have

otherwise been entitled to under paragraphs 17.01 thru 17.05, of earnings subsequent to the previous May 1st, which would have otherwise accrued for the next vacation year. If such employee is recalled from lay off, the vacation payment received at the time of layoff will be deducted from the vacation payment due for the reference year.

**17.13** — In the event of any separation during the current vacation year, payment of unused earned vacation allowance to which an employee would otherwise have been entitled under paragraphs 17.01 through 17.05 shall be made. In addition, such employees will be paid the appropriate percent of earnings subsequent to the previous May 1st which would otherwise have accrued for the next vacation year.

If a retired employee, who has received a vacation allowance pursuant to the above provisions, is **re-employed** and becomes eligible for a vacation allowance under the other provisions of this Article on the next May 1st following his retirement, such vacation allowance shall be reduced by the amount of the vacation allowance received by such employee under the above provisions for retiring employees.

**17.14** — The stipulations of paragraph 17.02, 17.03, 17.04, and 17.05 are applicable only if the employee has effectively worked a minimum of one hundred and forty (140) days during the twelve (12) months preceding May 1st of the current year. For the purpose of this paragraph, the absences for Union activities, any absences during which an employee receives a salary from the Company or any other indemnity instead of salary and any absence caused by sickness or accident covered by the law of Workmen's Compensation shall be considered as days effectively worked.

## **ARTICLE 18**

### **LEAVES OF ABSENCE**

**18.01** — Management will grant a leave of absence without pay for personal reasons to any employee, with acquired seniority rights, who so requests for valid reasons acceptable to the Company, taking into account production requirements. Any such leave of absence will be of a maximum duration of thirty (30) days or any extension of this period accepted by Management.

When possible, any request for leave of absence as well as any request for an extension will be made at least five (5) working days in advance of the date the leave or the extension is to begin.

The Union may contest by the grievance procedure any refusal of a leave of absence or extension judged unjust or arbitrary.

The arbitrator is empowered to order the reimbursement of all monetary or other losses, if the refusal of a leave of absence is judged unjust or arbitrary.

Any employee on personal leave of absence may return to work before the expiration of his leave, providing work is available in accordance with paragraph 9.08.

**18.02** — Management will grant a leave of absence for disability to any employee who furnishes timely satisfactory proof of disability. Management may, when necessary, request subsequent medical proof from the attending physician or examination of the employee by the Company's physician in order to substantiate continuing disability.

Any employee on leave of absence for disability may return to work before the expiration of his leave upon **pre-**

**sentation** of satisfactory medical proof, subject to the approval of the Company's physician.

Management may require that an employee be examined by the Company's doctor at the Company's expense and without loss of pay to the employee. If the result of this medical examination adversely affects the employment status of an employee, the employee shall have the right to present an opinion from his personal physician. Failing agreement between the Company physician and the employee's physician as to his medical situation, the employee will be examined by a third **(3rd)** physician, specialist in the appropriate field and chosen by the two **(2)** physicians. The opinion of this third **(3rd)** physician shall be final. The fees of this third **(3rd)** physician will be divided equally by the parties.

If Management obliges an employee to submit one **(1)** or more medical **certificats**, it will reimburse the employee the cost of such certificates.

**18.03** — At the request of a pregnant employee Management will grant an unpaid maternity leave, without loss of seniority, starting at the end of the sixth **(6th)** month of pregnancy and up to twelve **(12)** months after the birth or the adoption. Upon her doctor's recommendation, this unpaid leave of absence may start before the end of the sixth **(6th)** month of pregnancy.

**18.04** — Upon written request from the Union, which shall be presented at least three **(3)** working days in advance, except in exceptional circumstances, the Company will grant leaves of absence, subject to production requirements, to no more than six **(6)** employees in the same period of time, designated by the Union to participate in outside Union activities of short duration and relative to the administration of the Local Union or participation in conventions, conferences, delegations or education sessions. These leaves are considered as time worked, except

that Management is not required to pay wages during such absences.

The maximum number of hours of **authorized** leaves of absence, which can be taken in each contractual year, under the stipulations of this article is three thousand **(3,000)**, excluding hours taken by the members of the Union Plant Committee and the hours taken by the participants to the **CAW** Paid Education Leave program.

**18.05** — On written request of the Union, Management will grant leaves of absence of long duration to not more than three **(3)** employees at a time, elected or designated by the Union to occupy positions in the Local Union, the National Union, **CAW**, the Quebec Federation of Labour or the Canadian Labour Congress. Such leaves will be granted for a period of one **(1)** year and will be prolonged for additional periods of one **(1)** year upon request of the Union presented before the end of each period of one **(1)** year or its extension. Except by mutual agreement to the contrary, such leaves will be considered as time worked only for purposes of accumulation of seniority. When the Union activity for which an employee has obtained such a leave is terminated, the employee is reinstated to his **classification**, subject to the stipulations of paragraph **9.08**, on condition that the Union so request within ten **(10)** working days of the end of said activity.

**18.06** — In case of death:

- of his current spouse;
- of his father or mother or step-parent;
- of his father-in-law or mother-in-law;
- of the father, the mother or step-parent of current spouse;
- of a grandfather or a grandmother;
- of a grandfather or a grandmother of current spouse;



grandparent or grandparent of current spouse,  
child or step-child;  
of a brother or step-brother;  
of a sister or step-sister;  
of a grand-son or grand-daughter, Management will  
grant the employee a leave of absence of three (3)  
regularly scheduled working days (excluding Satur-  
days and Sundays) without loss of pay on a basis of  
eight (8) hours per day.

**18.07** — Any employee with one (1) or more years of seniority who is called to and reports for jury duty or is subpoenaed to appear in court as a witness shall be paid by the Company for each day partially or wholly spent in performing such duty. If the employee otherwise would have been scheduled to work for the Company and does not work an amount equal to the difference between the employee's regular rate, exclusive of any premiums, for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty fee paid by the court (not including travel allowances for reimbursement expenses).

In order to receive payment, an employee must give the Company prior notice that he has been summoned for such duty and must furnish satisfactory evidence that such duty was performed on the days for which he claims such payment.

The provisions of this article do not apply to any employee who, without being summoned volunteers for such duty. However, when subpoenaed by a party other than the Company, the employee will not be compensated if the employee, the Company or the Union is a party in the

case, or if the employee has any direct interest or financial interest in the case.

**18.08** — When an employee is a candidate in any school board, municipal, provincial or federal election, he is entitled to a leave of absence without loss of seniority during the period from his nomination to midnight the day after the election. A candidate elected will be entitled to a leave of absence without pay, but without loss of seniority, for the duration of his mandate.

**18.09** — An employee may be absent from work for one (1) day without reduction of wages, on his wedding day or for one (1) day at the birth or adoption of a child. An employee may also be absent from work, without pay, on the wedding day of one (1) of his children.

## **ARTICLE 19**

### **MISCELLANEOUS ALLOWANCES**

**19.01** — Present Management policy in regard to reimbursement of room, board, transport, mileage and related cost incurred by an employee in the exercise of his functions outside the employer's establishment, as well as any modification which may be made to such policy, will be maintained for the term of the present Collective Agreement.

No employee is obliged, in the service of the employer, to use his private automobile, the use of which is strictly voluntary.

**19.02** —

**A)** Any employee who is transferred from the present establishment of the Company to another in accordance

with paragraph 2.04, shall receive a moving allowance, on condition that:

1) the establishment to which the employee moves is at least fifty (50) miles from the present establishment;

2) as a result of the move, the employee changes his permanent residence;

3) the employee requests the moving allowance within six (6) months of the date of his relocation, in accordance with procedures established by Management;

4) if the employee eligible for a moving allowance in virtue of the present agreement is also eligible to receive a moving allowance under present or future federal or provincial legislation, the amount of moving allowance provided herein, added to the allowance provided by such legislation shall not exceed the maximum amount provided hereunder;

5) only one (1) moving allowance will be paid when more than one (1) member of a family living in the same residence are relocated;

**B)** The amount of moving allowance shall be paid as follows:

Miles between Plants	Single Employee	Married Employee
50 - 99	500.\$	1,125.\$
100 - 299	560.	1,240.
300 - 499	605.	1,300.
500 - 999	735.	1,535.
1000 - or more	845.	1,760.

## **ARTICLE 20**

### **SOCIAL SECURITY**

**20.01** — For all employees covered by the present agreement and during the said agreement, Management will maintain a Paid Absence Allowance Program. A description of this plan is annexed to and forms part of the present Agreement.

#### **20.02 — The group insurance plan**

The Company shall maintain in effect for the duration of the present collective agreement for all employees covered by said agreement the group insurance plan as amended, a summary of which is set forth in (Appendix “D”) attached hereto and forming part of hereof.

The Company will pay the full premium for coverage under Sections I, II, III, IV, and VI. However in Section V (optional life insurance) the employee will be required to contribute to the extent indicated in that Section.

Within sixty (**60**) days of the signature of the present Agreement, Management will (on an information basis) supply the Union with up to date copies of insurance policies in force, as well as copies of modifications as they come in force.

#### **20.03 — Supplementary Pension Plan**

Following the acceptance by the Department of National Revenue, the Quebec Pension Board and the Minister of Revenue of Quebec, the contributions made by the employees prior to January **1st, 1977**, and related pension entitlements have been transferred to the group annuity contract number **RG-321** with les Services de **Santé du** Quebec.

From the date of this transfer, the employees can use only this contract to obtain benefits from their contributions.

**20.04** — A Supplementary Pension Plan shall become effective for employees covered by the present agreement at no cost to them. A resume of this Plan, will be set forth **in an exhibit (Appendix “E”) attached hereto. The text of this exhibit is for informational purposes only.** Should there be any conflict between this exhibit and the Pension Agreement, the Pension Agreement will prevail.

## **ARTICLE 21**

### **MISCELLANEOUS**

**21.01** — Whenever both parties hereto or either party hereto have waived any provision of this agreement, such action, unless mutually agreed to the contrary, does not constitute a precedent in the subsequent application of the provision herein.

**21.02** — Any provision of this agreement which would contravene provincial or federal legislation is null and void without affecting the validity of the other provisions herein.

If one (1) or more of the stipulations of the agreement are inferior to the applicable federal or provincial laws, the stipulations of the law will become part of this collective agreement upon promulgation of the relevant articles.

**21.03** — Management shall provide each employee with a copy of this agreement and the Union with thirty

(30) copies. Said copy shall be in booklet form, bonded pocket size.

**21.04** — On the signing date of the agreement, Management shall provide the Union with a list of all employees, including those laid off and eligible for recall, in the bargaining unit, in seniority order, showing their name, **punch card number, seniority date, classification and rate** of pay and Management shall post such list in the plant. Management shall bring this list up to date and post it every three (3) months and furnish a copy to the Union. However, the Union shall be informed in writing every two (2) weeks of any modification, addition or deletion to said list.

Management shall also provide the Union on the same dates and at the same interval as hereabove mentioned, a second (2nd) list, in seniority order, of all employees included in each seniority group, showing their name, seniority date, and classification.

**21.05** — Management shall provide the Union with a copy of all notices posted by it for the employees.

**21.06** — Any notice or document sent to the Union in virtue of the present Agreement shall be given to the President of the Union Plant Committee, with copy to the following address:

Canadian Auto Workers (CAW)  
7275 Sherbrooke east  
Texaco Tower, suite 305  
Montréal, Québec  
H1N 1E9

This address may be changed by written notice from the Union.

**21.07** — For the present agreement, a dependent means the spouse or the dependent child of an employee as defined hereunder:

- 1) Spouse: a man and a woman;
  - A)** who are married and live together; or
  - B)** who live together as husband and wife and who;
    - I) have resided together for three (3) years or for one (1) year if one (1) child was born from their union; and
    - II) are publicly known as spouses.

2) Dependent child: an employee's child, of his/her spouse or both, not married, wholly dependent upon the employee and who meets one (1) of the following conditions:

- under twenty one (21) years of age;
- under twenty five (25) years of age and a full time regular day student in a **recognized** educational institution;
- regardless of age if he is suffering from total disability while meeting one of the preceding conditions and has remained continuously disabled since that date.

## **ARTICLE 22**

### **DURATION AND RENEWAL**

**22.01** — The present agreement is in force as of ~~March 5, 1990~~, and will so remain **until March 4, 1993**, at ~~23h59~~.

**22.02** — During the ninety (90) days prior to the expiration of the agreement, either party may notify the other

party in writing that it desires to terminate or modify said agreement or negotiate a new agreement.

**22.03** — If a notice is given in accordance with paragraph **22.02**, both parties shall meet within the time limit of the Quebec Labour Code.

**22.04** — If notice is given in conformity with paragraph **22.02**, the present Agreement will be considered as an interim Agreement from the **expiry** date until the signing of a new Agreement.

**22.05** — The stipulations of paragraph **22.04**, are without prejudice to the possibility that one or the other of the parties request that the new Agreement be retroactive to the **expiry** date of the preceding Agreement.



IN WITNESS WHEREOF, both parties, have signed, the French version of this Agreement, through their duly **authorized** representatives on the **26th** day of March, **1990**.

For Bendix **Avelex** Inc.

For the National **Automobile  
Aerospace and Agricultural  
Implement Workers Union of  
Canada  
(CAW-Canada)**

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**J.G. Bergeron**

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**C. Ducharme**

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**A.C. Emile**

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**Y. Roberge**

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**J.R. Lavoie**

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For Local Section **#1849**

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**A. Slachetka**

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**C.E. Lavallée**

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**G. Cailleteau**

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**M. Amara**

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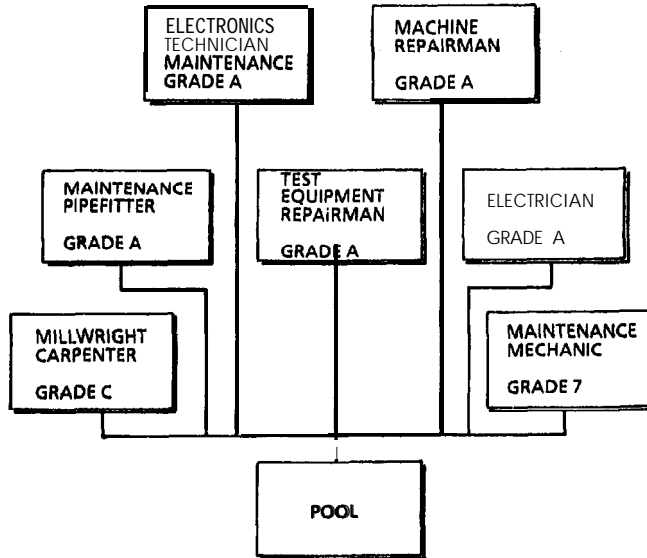
**D. Roy**

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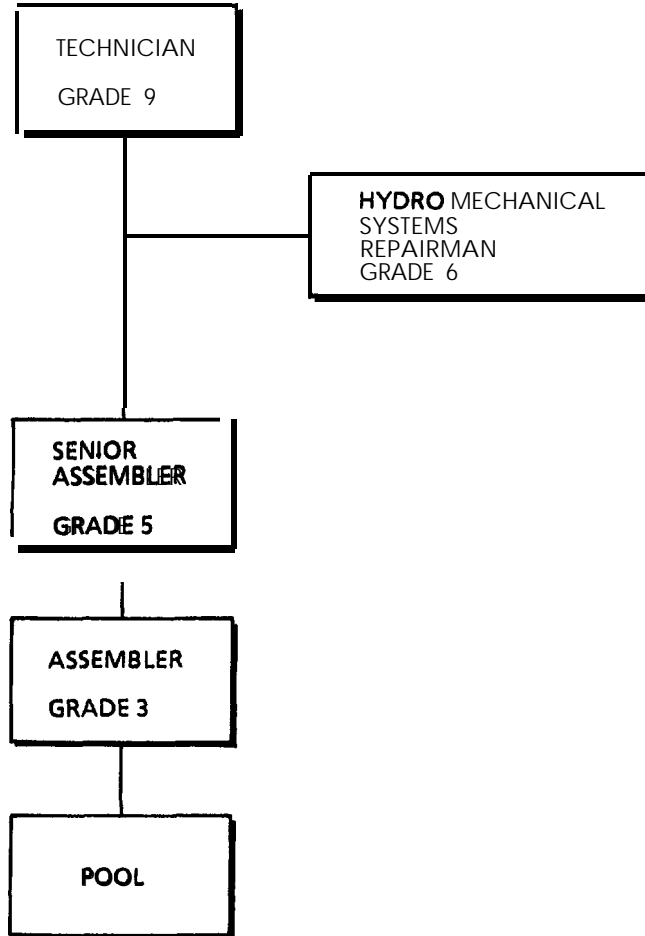
**J. Garcia**

**APPENDIX A**  
**SENIORITY GROUPS**

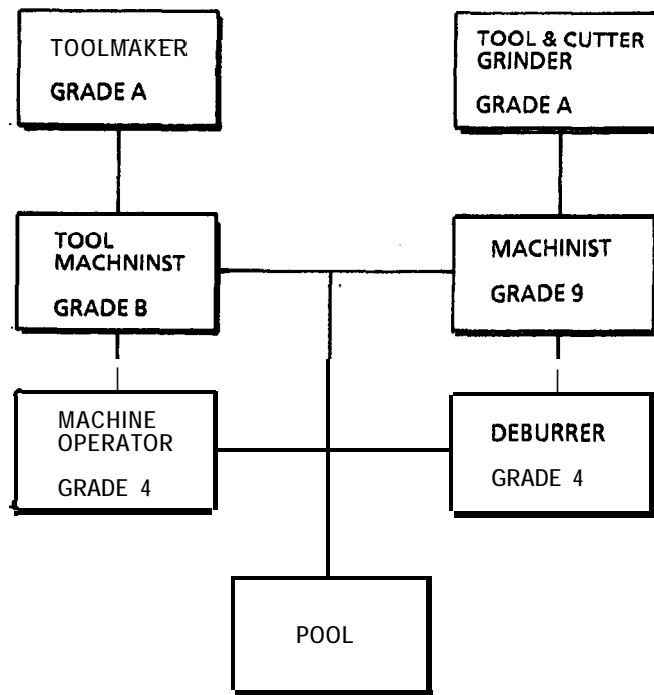
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**PLANT SERVICE AND MAINTENANCE**



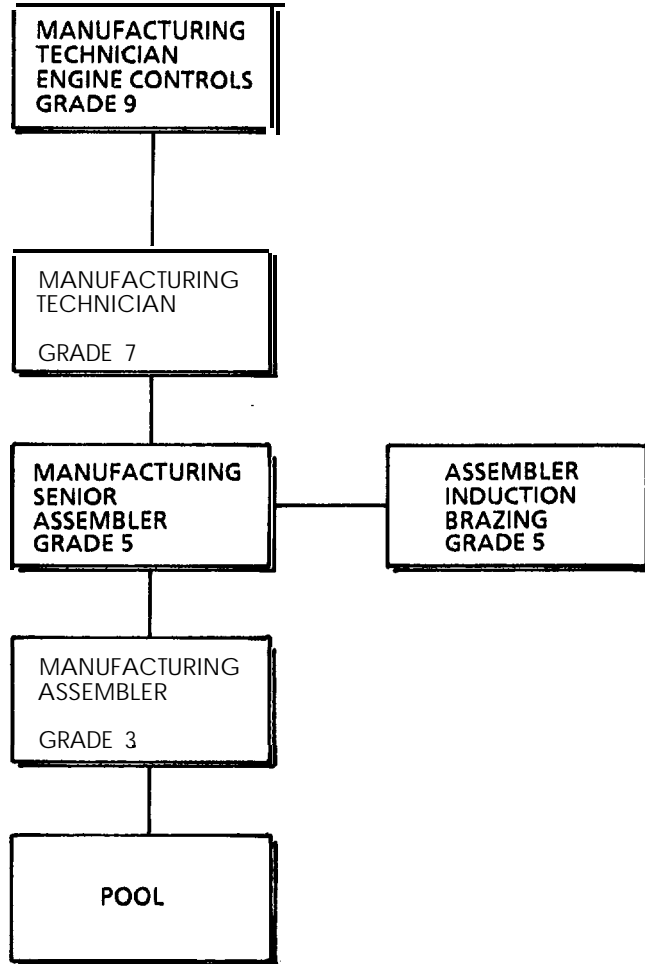
**SENIORITY GROUP - 2  
REPAIR AND OVERHAUL SHOPS**



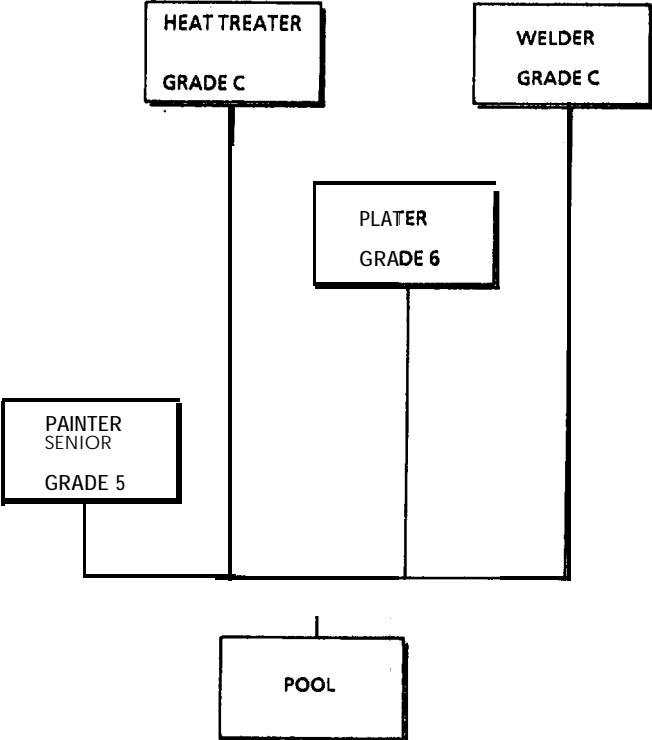
**SENIORITY GROUP - 3**  
**TOOL ROOM**  
**FABRICATION - OVERHAUL**



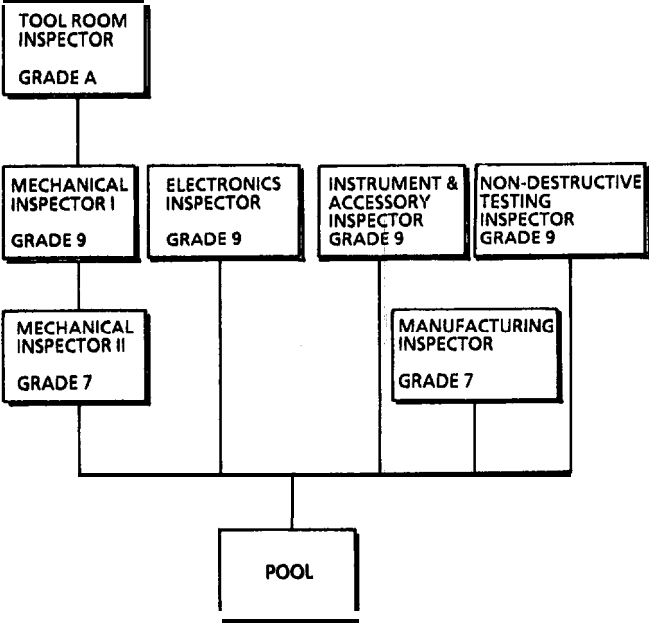
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MANUFACTURING ASSEMBLY**



SENIORITY GROUP - 5

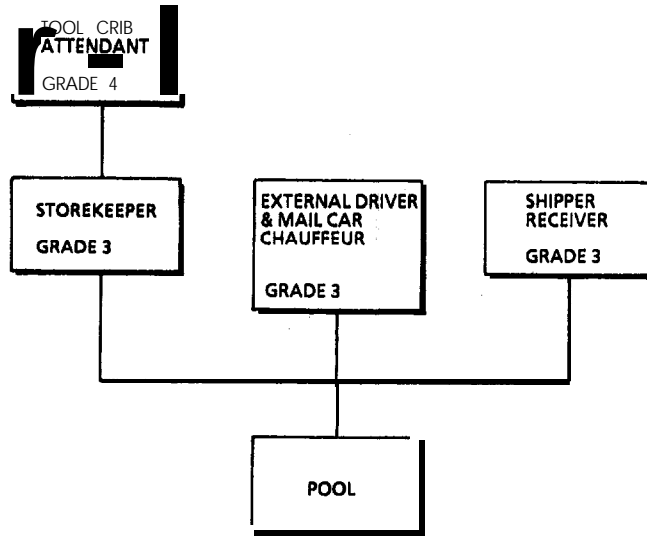


**SENIORITY GROUP - 6  
INSPECTION**





SENIORITY GROUP - 7



**SENIORITY GROUP – 8**

- ASSEMBLER (MINOR)
- GENERAL MAINTENANCE
- INSPECTOR
- METAL FINISHER OPERATOR
- OILER**
- PAINTER

## APPENDIX B-1

### Skill Development Program

**A)** An employee in the Skill Development Program is one who performs at the learning stage, but productively, any operation which will eventually qualify him for one of the occupations listed below, and who will be paid in accordance with the wage schedule defined below for the occupational classification in which he is placed.

**B)** The goal of the Skill Development Program is:

**1)** to allow the employee to acquire during the length of the Skill Development Program mentioned hereunder, the whole of the knowledge and necessary skills to satisfy the normal requirements of the work to be accomplished in many aspects of the classification for which he is trained, as defined in the job descriptions mentioned in the present collective agreement; and

**2)** to provide the employer with a capable and **polyvalent** manpower, taking into account the efficiency and production requirements; and

**3)** to contain the necessary elements to obtain provincial and federal government approval.

**C)** To be entered in the Skill Development Program, for a classification grade **3**, grade **4**, or grade **5**, an employee, already employed by the Company or newly hired, must possess, his Secondary V diploma from a school **recognized** by the Minister of Education of Quebec or the equivalent, or an equivalent practical experience.

**D)** To be entered in the Skill Development Program, for a classification higher than grade **5**, an employee, already employed by the Company or newly hired, must possess, his Secondary V diploma from a school **recog-**

nized by the Minister of Education of Québec or the equivalent, with pertinent professional **specialization** or an equivalent practical experience to the occupation for which he is being developed. He will be **recognized** for having accomplished eighteen (18) months of his apprenticeship program and is remunerated at the corresponding rate from the progression schedule mentioned hereunder, unless otherwise agreed upon between the Employer and the Union.

**E)** The length of the Skill Development period will vary according to the occupational classification for which he is being trained as listed hereunder in sub-paragraph **H)**. We then proceed to periodic evaluations, as described in sub-paragraphs **I), J), K), L), M)** and **N)** hereunder, of the employee's performance in training.

**F)** A person hired in the Skill Development Program will not be permitted to transfer out of this program during his training period except by mutual agreement.

**G)** In assigning the level of wages, credit will be given for appropriate related work experience.

#### **H) Classifications and Progression Schedule**

##### **SKILL DEVELOPMENT PROGRAM**

<b>Period of formation</b>	<b>Salary Scale</b>
<b>Start</b>	- Maximum rate of grade 2
6 months	- Maximum rate of grade 3
12 months	- Maximum rate of grade 4
18 months	- Maximum rate of grade 5
21 months	- Maximum rate of grade 6
24 months	- Maximum rate of grade 7
30 months	- Next higher rate of grade 8 or C
36 months	- Maximum rate of grade 8 or C
42 months	- Next higher rate of <b>grade 9 or B</b>

- 48 months ~ Maximum rate of grade 9 or B
- 54 months - Next higher rate of grade 10 or A
- 60 months - Maximum rate of grade 10 or A

**Classifications**

- Grade 3 Assembler  
Assembler manufacturing  
Storekeeper  
Shipper/Receiver  
Painter
- Grade 4 **Deburrer**  
Machine Operator  
Tool Crib Attendant
- Grade 5 Assembler (Senior) Manufacturing  
Painter (Senior)  
Assembler Induction Brazing  
Assembler (Senior)
- Grade 6 Plater  
**Mecano-Hydraulic** Repairman
- Grade 7 Manufacturing Inspector  
Maintenance Mechanic  
Technician Manufacturing  
Mechanical Inspector II
- Grade 8 or C Heat-Treater  
Millwright Carpenter  
Welder

Grade 9 or B Technician  
Manufacturing Technician Engine  
Control  
Mechanical Inspector I  
Inspector Non-Destructive Testing  
Instrument & Accessory Inspector  
Electronics Inspector  
Machinist  
Tool Machinist

Grade 10 or A Electrician  
Tool & Cutter grinder  
Maintenance Pipefitter  
Machine Repairman  
Electronics Technician (Maintenance)  
Toolmaker  
Test Equipment Repairman

### **Administration**

**I)** Periodic evaluation of the performance of employees in the Skill Development Program will be made to determine that their skills will meet the requirements of the work for which they are being trained. These evaluations take place every six **(6)** months starting with the evaluation of March **5, 1990**, which will be done as usual, and in the same manner as before.

**J)** For purposes of the above evaluations, a joint review committee will be established. This committee will consist of the President of the Union Plant Committee and one **(1)** additional employee designated by the Union and two **(2)** members designated by Management. This committee will meet from time to time, as indicated above, to determine if the skill of each employee will meet with the requirements of the work for eventual advancement. If, at

the time of the evaluation, the committee mutually determines that the employee is qualified to advance on the progression scale, he will be advanced upon completion of the required time.

**K)** If, however, the employee fails to meet these requirements, his advancement in the progression scale will be delayed by the committee until the next review period, and so on. The committee will give the employee in writing the reasons for the delay in advancement and will inform him in writing of what improvement in work performance is necessary to satisfy the requirements for advancement. If after repeated delays, the committee finds that the employee is unable to advance further, he may at his own request or by **judgement** of the committee be frozen in the progression scale at that point or be re-assigned to other work he is qualified to perform if such an opening exists. Failing, he can exercise his seniority rights in virtue of paragraph **9.15** of the Collective Agreement.

In the event that the Company members and the Union members of the committee cannot agree as to whether the employee should be advanced, Management will make the decision. Such decision, if the Union elects, may be challenged through the grievance procedure outlined in this agreement.

**L)** Only time spent actively at work, performing work in the employee's classification, will be counted in determining time progression from one wage level to another. Time on lay off, or leave of absence of one **(1)** month duration or longer, will not be counted in determining eligibility for advancement to higher wage levels.

**M)** We can also proceed to an anticipated progression if the joint committee is unanimously for the anticipated progression.

**N)** Management will vary the work assignment of the employees, as long as the necessary work exists in the shops, particularly those in the Technician group within the Repair and Overhaul Shop and the Machinist group in the Manufacturing section so that they can acquire the necessary experience to qualify themselves for progression. If an employee thinks that his work does not vary enough to qualify him for a progression he can inform the revision committee. The members of the committee will then make recommendations to Management as to give the employee concerned the necessary experience so that he can qualify for progression.



**APPENDIX B-2**  
**CLASSIFICATIONS AND GRADES**

<b>LABOUR GRADE 1</b>	Janitor Assembler (Minor) General Maintenance
<b>LABOUR GRADE 2</b>	<b>Inspector</b>
<b>LABOUR GRADE 3</b>	External Driver Shipper/Receiver Metal Finisher Operator Oiler Storekeeper Assembler Assembler Manufacturing Painter Mail Car Chauffeur
<b>LABOUR GRADE 4</b>	<b>Deburrer</b> Tool Crib Attendant Machine Operator
<b>LABOUR GRADE 5</b>	Assembler (Senior) Manufacturing Painter (Senior) Assembler Induction Brazing Assembler (Senior)
<b>LABOUR GRADE 6</b>	<b>Mecano-Hydraulic</b> Repairman Plater
<b>LABOUR GRADE 7</b>	Manufacturing Inspector Maintenance Mechanic Technician Manufacturing Mechanical Inspector II
<b>LABOUR GRADE 8</b>	

**LABOUR GRADE 9** Electronics Inspector  
Instrument & Accessory Inspector  
Mechanical Inspector I  
Inspector Non-Destructive Testing  
Machinist  
Technician  
Manufacturing Technician  
Engine Control

**LABOUR GRADE 10**

**Lead Hand**

**SKILL TRADES**

**Grade C** Heat-Treater  
Millwright Carpenter  
Welder

**Grade B** Tool Machinist

**Grade A** Inspector – Tool Room  
Machine Repairman  
Toolmaker  
Electronics Technician (Maintenance)  
Electrician  
Test Equipment Repairman  
Maintenance Pipefitter  
Tool & Cutter grinder

**Lead Hand**

**APPENDIX B-3**  
**PAY PROVISIONS**

**1. WAGE ADMINISTRATION**

Employees shall progress automatically from the minimum rate of pay to the maximum rate of pay for each job **classification as hereinafter provided:**

A) An employee shall be increased from the minimum rate of the next progression step of the job classification and shall continue to progress through the progression schedule until he reaches the maximum rate of the job classification. The length of time between progression increases shall be 6 months.

B) An employee who has reached the maximum rate in his job classification and is promoted to a higher rated job classification, and his present rate is equal to or higher than the minimum rate or any one progression step of the new classification, will be increased to the next higher progression step of the new job classification.

C) An employee who has not reached the maximum rate of his job classification and is promoted to a higher rate job classification shall be transferred at the minimum rate of the new job classification, if the minimum rate is equal to or higher than the minimum rate of the new job classification but less than the maximum rate he will be increased to the next progression step of the new job classification.

D) An employee who is transferred to another job classification which carries the same maximum rate shall be transferred at his present rate.

**E)** An employee who is placed in a lower rate classification shall be transferred to the maximum rate of that classification provided that the maximum rate is not a higher rate of pay than the one that he is currently receiving. If his current rate is lower than the maximum rate or the lower-rated job classification he shall be transferred at his present rate and will be increased to the next progression step when he has accumulated the required continuous service in that job classification.

**F)** The automatic progression schedule established herein shall not preclude the Company from hiring an employee at a progression step above the minimum rate nor shall the Company be precluded from advancing an employee, where individual merit warrants such action as determined by the Company to a step in a progression schedule or to the maximum rate sooner than provided for in the appropriate progression schedule.

**G)** All automatic progression adjustments shall be effective on the Monday next following his date of eligibility.

Length of service for automatic progression adjustment purposes shall be computed from the first (1st) day in his classification.

**H)** Notwithstanding the above a former employee who is rehired in the same classification, cannot receive a rate lower in the progression scale than the rate he had when he left the Company.

## **2. LEAD HANDS**

Lead Hands will receive a premium of forty (0.40\$) cents over the highest classification they are assigned to lead.

### **3. TRAINER (Temporary)**

The lead hand premium will also be paid to any employee, not classified as a Lead hand, for hours worked during which he is assigned by the Company as a Trainer, on condition that such **assignement** is at least of a total duration of one **(1)** hour in the same day.

**TABLEAU/WAGE RATE**

**À COMPTER DU 4 MARS 1991/AS OF MARCH 4, 1991**

	<b>NIVEAU/ GRADE</b>	<b>DÉBUT/ START</b>	<b>6 MOIS/ 6 MONTHS</b>	<b>12 MOIS/ 12 MONTHS</b>	<b>18 MOIS/ 18 MONTHS</b>	<b>24 MOW 24 MONTHS</b>	<b>30 MOW 30 MONTHS</b>	<b>36 MOIS/ 36 MONTHS</b>
83	<b>1</b>	12.05\$	12.45\$	12.75\$	13.05\$	13.35\$	13.65\$	
	2	12.25	12.65	12.95	13.25	13.55	13.85	
	3	12.54	12.94	13.24	13.54	13.84	14.14	
	4	12.82	13.22	13.52	13.82	14.12	14.42	
	5	13.14	13.54	13.84	14.14	14.44	14.74	
	6	13.58	13.98	14.28	14.58	14.88	15.18	
		13.81	14.21	14.51	14.81	15.11	15.41	
	8	14.06	14.26	14.56	14.86	15.26	15.66	15.96
	9	14.45	14.85	15.25	15.65	16.05	16.45	16.75
	10	14.87	15.27	15.67	16.07	16.47	16.87	17.17

**MÉTIERS SPÉCIALISÉS/SKILL TRADES  
TABLEAU/WAGE RATE**

**À COMPTER DU 5 MARS 1990/AS OF MARCH 5, 1990**

NIVEAU/ GRADE	D & BUT/ START	6 MOIS/ 6 MONTHS	12 MOIS/ 12 MONTHS	18 MOIS/ 18 MONTHS	24 MOIS/ 24 MONTHS	30 MOIS/ 30 MONTHS	36 MOIS/ 36 MONTHS
C	13.86\$	14.06\$	14.36\$	14.66\$	15.06\$	15.46\$	15.76\$
B	14.10	14.50	14.90	15.30	15.70	16.10	16.40
A	14.52	14.92	15.32	15.72	16.12	16.52	16.82

85

**À COMPTER DU 4, 1991/AS OF MARCH 4, 1991**

C	14.06	14.26	14.56	14.86	15.26	15.66	15.96
B	14.45	14.85	15.25	15.65	16.05	16.45	16.75
A	14.87	15.27	15.67	16.07	16.47	16.87	17.17

**À COMPTER DU 2, 1992 AS OF MARCH 2, 1992**

C	14.31	14.51	14.81	15.11	15.51	15.91	16.21
B	14.80	15.20	15.60	16.00	16.40	16.80	17.10
A	15.27	15.67	16.07	16.47	16.87	17.27	17.57

## APPENDIX C

### PAID ABSENCE ALLOWANCE

1. Commencing June 30, 1978, an employee who was credited with Paid Absence Allowance on November 8, 1977, or who has at least one (1) year of seniority as of the 30th of June eligibility date and has worked at least twenty six (26) pay periods in the previous calendar year, shall be credited as of June 30th with forty eight (48) hours of Paid Absence Allowance Credit.

2. In instances where an eligible employee has worked less than twenty six (26) pay periods in the calendar year immediately preceding the June 30th eligibility date, a full Paid Absence Allowance Credit shall be determined in accordance with the following table. In addition, an employee who does not have one (1) year's seniority on the above June 30th and December 31st, of a particular year, shall be credited on December 31st of the same year, for use beginning January 1 of the following year, on a one (1) time basis, with the Paid Absence Allowance Credits acquired in the preceding calendar year:

Pay Periods Worked	Hours of Full Paid Absence Allowance Credit
26 or more	48 hours
24 and 25	44 hours
21 thru 23	40 hours
18 thru 20	36 hours
15 thru 17	32 hours
12 thru 14	28 hours
10 and 11	24 hours
8 and 9	20 hours
6 and 7	16 hours
Less than 6	0 hour

In determining the number of pay periods an employee shall have worked in the calendar year



preceding the June 30th eligibility date, he shall be credited with one (1) pay period for each pay period in which he performs work during that year.

3. An eligible employee may use his Paid Absence Allowance Credit during the twelve (12) months period following the June 30th date on which the Absence Allowance is credited to him, provided he has exhausted all available credits from the discontinued Sick Leave Policy Bank and his absence from work is for not less than four (4) continuous hours and is excused for his illness (when not receiving Sickness or Accident Insurance Benefits) or personal business, or a leave of absence for vacation purposes at Management discretion when production requirements permit the granting of such vacation.

4. Absence Allowance shall be paid in an amount equal to the payment received by the employee for the last unworked holiday immediately preceding the absence.

5. An employee who does not use his entire Paid Absence Allowance Credit during, the twelve (12) months period following the June 30th eligibility date shall, in lieu of excused absence, be paid the unused portion based on the calculation provided in Paragraph 4.

6. Illness occurring the day before or the day after a paid holiday or a physical vacation for which an eligible employee claims Paid Absence Allowance Credit must be supported by proper medical proof of illness satisfactory to the Company.

#### **Discontinued Sick Leave Policy**

On November 8, 1977, the Sick Leave Policy will be discontinued and replaced by the Paid Absence Allowance Program described above; however, employees with

accumulated Sick Leave Policy credits as of November 8, 1977, must use these credits prior to the **utilization** of Paid Absence Allowance Credits for payment for absent time for illness subject to the provisions below:

1) Excused absence for reasons other than illness are payable from the Paid Absence Allowance (**PAA**) plan only.

2) No employee will be eligible to receive Weekly Sickness and Accident Benefits until all Sick Leave Policy Credits are exhausted.

3) Upon retirement, any employee who has credits remaining in the discontinued Sick Leave Policy bank will receive payment for fifty percent (**50%**) of the accumulated credits.

4) **Utilization** of credits from the discontinued Sick Leave Bank will be governed by the rules described in the 1974 Agreement except as provided on Item 2 above.

5) If **utilization** of the Sick Leave Bank began prior to November 8, 1977, and is continuous to the eighty-fifth (**85th**) day, at which time the employee has unused Sick Leave Credits available, he will be given the option to continue **utilization** of all remaining Sick Leave Bank credits or begin Long Term Disability benefits on the eighty-sixth (**86th**) day.

6) When an employee has exhausted all Sick Leave Bank credits, he has the option of **utilization PAA** credits or benefits from Weekly Sickness and Accident benefits, if otherwise eligible and in accordance with the other stipulations of this Appendix.

**APPENDIX D**  
**GROUP INSURANCE PLAN**

**SECTION I - HEALTH INSURANCE FOR  
EMPLOYEES AND DEPENDENTS, FOR  
ELIGIBLE RETIREES AND THEIR SPOUSES  
(those retired on normal and early retirement under  
the negotiated pension plan)**

**A - SUPPLEMENTAL HOSPITAL EXPENSE  
BENEFITS**

Basic Coverage:

- Room and board - up to thirty dollars (30.\$) per day. No limit on days.
- Convalescent care - charges for room and board at standard semi-private level up to one hundred and eighty (180) days per disability.
- Ambulance fees - up to five hundred dollars (500.\$) per contractual year.
- Laboratory and X-Ray - up to five hundred dollars (500.\$) per contractual year.

**B - MAJOR MEDICAL**

Maximum amount is fifty thousand dollars (50,000.\$) per person. Effective January 1st of every year, a maximum amount of one thousand dollars (1,000.\$) is automatically established.

We pay ninety percent (90%) of eligible expenses for services and supplies mentioned hereunder, and this to the extent that they are not paid for or provided under any other part of the policy or under provincial medical act or a provincial hospital insurance act.

1) Services of a physician (as defined) except for routine obstetrical care.

2) Services of a dentist or oral surgeon with respect to surgical and manipulative procedures on teeth, jaw or gums, including extractions or surgical removal of teeth and dental root resections only if necessary on account of **injury to sound natural teeth sustained in an accident** which occurs while insurance is in force.

3) Services of a psychologist or of a psycho-analyst who are members of their pertinent **Professionnel** Corporation, if such services are medically necessary and prescribed. The services of a psychiatrist for medically necessary treatment.

4) Services of a physiotherapist or other therapist or technician other than for occupational therapy or **recreational** therapy, provided such services are certified in writing by the attending physician as medically necessary.

4a) **Service** of an osteologist or speech therapist or occupational therapist or an audiologist on condition that it be prescribed by the attending physician.

5) Private duty nursing services provided that if rendered in a hospital, such services are deemed advisable in writing by the attending physician or, if rendered outside a hospital, are certified in writing by the attending physician as medically necessary.

6) Use of hospital facilities including in-patient room and board (as defined) for:

a) Active treatment care on account of accidental bodily injury or sickness, and

**b)** Chronic or convalescent care in a Chronic Care Unit (as defined) commencing within seven (7) days after termination of hospital confinement of at least five (5) consecutive days, provided that eligible expenses for room and board are limited to the direct hospital charges (as defined) up to a maximum of thirty dollars (30.\$) for employees at work after the signature of this agreement and provided further that eligible expenses for chronic or convalescent care are limited to one hundred and eighty (180) days during any one (1) period of disability.

7) Local ambulance service for transportation in a vehicle regularly used for professional ambulance services to or from a hospital in the local area, but limited to one (1) trip to and one (1) trip from the hospital for any one (1) hospital confinement.

8) Out-patient expenses in excess of basic coverage.

9) Emergency transportation beyond the local area if:

a) necessary because of an emergency arising while the insurance is in force, and

**b)** by professional ambulance, or by scheduled airline or railroad to and from the nearest hospital qualified to provide needed treatment but limited to one (1) round trip from destination to the hospital per period of confinement.

10) Medical supplies, aids and appliances listed below provided on the recommendation of and approval by the attending physician:

a) Casts, plaster bandages and surgical dressings. Support hoses, if prescribed and orthosis.

b) Use of radium, cobalt and radioactive isotopes or similar materials.

c) Blood, blood plasma and other blood products to the extent not donated or otherwise replaced.

d) Rental of wheelchairs, hospital beds, iron lungs, oxygen or respiratory sets and of oxygen bottles.

e) Rental of an artificial kidney or comparable device.

f) The following if necessary on account of bodily injury to physical organs or parts sustained in an accident which occurs while insurance is in force:

I) eyeglasses, spectacle frames and safety glasses;

II) contact lenses if necessary to correct visual acuity to **20/70**;

III) hearing aids;

IV) dental prosthetic appliances.

g) Other surgical supplies, aids and appliances to replace physical organs or parts or to aid in their functions if on account of a sickness commencing or an accident occurring while insurance is in force.

h) Therapeutical apparatus for diabetics, **ex.:** syringes, **minimed, reflectometers** if prescribed by an endocrinologist and if more than three (3) injections per day.

11) Approved services of a technician for X-Rays or lab tests.

- 12) Services of chiropractor.
- 13) Services of podiatrist.

**MAXIMUM BENEFITS**

The maximum benefit stated in the schedule of benefits is the maximum amount payable with respect to you or your dependents during your or such person's lifetime. However, up to one thousand dollars (1,000.\$) of the maximum will be restored automatically on each January 1st. The full maximum may be restored after payment of at least one thousand dollars (1,000.\$) of benefits if satisfactory medical evidence is furnished to the carrier.

**C - CONTINUATION OF SUPPLEMENTAL HOSPITAL EXPENSES BENEFITS AND MAJOR MEDICAL DURING LAY OFF**

For employees laid off on or after February 1, 1978, who have one (1) year of seniority at the time placed on layoff will be provided with the above on the basis of years of seniority as of the last day worked prior to lay off in accordance with the following scale:

Years of Seniority as of last day worked prior to lay off	Maximum Number of months for which coverage will be provided
1 but less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 and over	12

**C-1** Employees starting a leave of absence without pay for medical reason, on or after January 1st, 1981, and who have one (1) year seniority at the start of the said leave, will benefit from the Supplemental Hospital Expenses Benefits and Major Medical, on the same basis as employees on lay off, as specified in Section (I C).

**SECTION II - DRUG AND DENTAL EXPENSE  
BENEFITS FOR EMPLOYEES AND  
DEPENDENTS**

**A - PRESCRIPTION DRUG PLAN**

For employees actively at work on or after January 1, 1981, the Company will provide a two dollars (2.00\$) deductible Prescription Drugs Expense, as per the following summary; eligibility for coverage for new employees will be the same as the previous programs. Coverage will cease as of the end of the last month of actual employment.

Effective January 1st, 1987, unless indicated otherwise by the physician or the dental surgeon, only generic drugs, if available, will be reimbursed.

If the generic drug is not available, the price of the alternate drug will be reimbursed, less the two dollars (2.00\$) deductible.

**Prescription Drugs Expense Benefit**

a) When an insuree or one of his dependents incurs expenses for drugs prescribed by a physician or a dental surgeon, supplied and registered by a licensed pharmacist



who participates in an agreement reached between the insurer and an association of pharmacists, the insurer shall pay all expenses incurred less a two dollars (**2.00\$**) deduction for each prescribed drug. In such a case, claims may be submitted on an unpaid account and the benefits shall be payable directly to the pharmacist.

**b)** The expenses for drugs prescribed by a physician or a dental surgeon, when supplied and registered by a licensed pharmacist who does not participate in such an agreement or by a physician legally **authorized** to sell drugs, shall be covered under the same terms as mentioned above but shall be payable, less a two dollars (**2.00\$**) deduction, directly to the **insuree** upon presentation of a receipted account showing the following information:

- 1) the **insuree's** contract number;
- 2) the **insuree's** name and address;
- 3) the name and surname of the patient;
- 4) the name of the physician or of the dental surgeon who prescribed the drug;
- 5) the prescription number, if the drug is supplied by a pharmacist;
- 6) the quantity and the nature of the drug;
- 7) the amount actually paid by the **insuree**.

**c)** The following drugs are not covered under the present benefit:

- 1) injected substances supplied and administered by a physician and vaccines;
- 2) vitamins, except the **vitaminized** preparations listed in Schedules "**F**" and "**G**" of the Food and Drugs Act;
- 3) drugs supplied during **hospitalization**.

## **B – Dental Plan**

For employees actively at work on or after September 26, 1980, the Company will provide a Dental Plan as per the following summary. Employees with one (1) or more years of seniority will be covered by this program. Coverage will cease as of the end of the last month of active employment.

### **DENTALPLAN**

#### **DESCRIPTION OF THE BENEFIT**

#### **“EXPENSES FOR CURRENT DENTAL SERVICES”**

**Note:** When the insured or one (1) of his dependents incurs expenses for current dental services as described hereafter, rendered by a dental surgeon, legally **recognized**, the insurer pays these expenses up to the amounts provided in the schedule of fees of the Quebec Association of Dental Surgeons (1980). As of March 5th, 1990, the schedule (1989) of the QADS will be in force.

As of January 1st, 1991, the schedule (1990) of the QADS will be in force.

As of January 1st, 1992, the schedule (1991) of the QADS will be in force.

**A) BASIC CARE** – The plan pays one hundred percent (100%) of the following charges:

**I – DIAGNOSTIC SERVICES:**

Clinical oral examination  
Radiographic examination and interpretation  
Test and laboratory examinations

**II – PREVENTIVE:**

Topical application of fluoride  
Oral hygiene instruction  
Prophylaxis, scaling

**III – RESTORATIVE:**

Amalgam filling  
Silicate filling  
Acrylic or composite filling

**IV – PERIODONTICS:**

Periodontal surgery:

**Gingival** curettage, **gingivectomy**, periodontal or **mucogingival**, periodontal and pulp acts.

**ADJUNCTIVE PROCEDURES:**

Management of acute infections and other oral lesions (abscess traumatic ulcers, **dermatologic** diseases, **TMJ** treatment, etc), **occlusal** equipment, **occlusal** guards used like a holder, packing, topical application of fluoride.

Complete treatment: (specimen)

gingivitis  
marginal **periodontitis**  
moderate **periodontitis**  
advanced **periodontitis**

V – SURGERY:

Surgical removal of tooth or many teeth, acute or chronic **osteitis** or osteomyelitis treatments.

**B) RESTORATION** – The plan pays fifty percent (**50%**) of the following charges with a maximum of one thousand dollars (**1,000.\$**) per year per person.

I – RESTORATIONS:

Metal inlays; individual crown; **re-cement** inlays or crowns, etc.

II – ENDODONTICS:

Emergency **endodontic** procedures:  
incision and drainage, reimplantation of **luxated** tooth

General **endodontic** procedures:

preparation of tooth for treatment

Non-surgical **endodontic** treatments:

pulp capping, **pulpotomy**, **pulpectomy**, **bio-mechanical** preparation of **radicular** canal, chemotherapeutic treatment, root-end filling

Surgical **endodontic** treatments:

apical curettage and/or **apectomy**, retrograde **obturation**, **hemisection**, **radicular** amputation, intentional reimplantation, **endodontic osseus stabilizer** including canal cleaning, shaping and **obturation**

Post-operative treatments:  
clinical and radiographic examination of tooth for  
**endodontic** treatment, bleaching.

**III – REMOVABLE PROSTHODONTICS:**

Complete maxillary denture:  
maxillary, mandibular, maxillary and mandibular,  
denture repairs, etc.

Partial dentures:  
removable denture partial maxillary or mandibular,  
acrylic base, denture repairs, fixed **prosthodontic**  
(bridge):  
emergency provisional crown

**C) ORTHODONTICS** – The plan pays fifty percent  
(50%) of the following charges with a maximum of one  
thousand dollars (1,000.\$) per year per person:

I – Preventive orthodontics: space maintenance, habit  
**correction, cross** bite correction.

II – Surgery: exposure of tooth, etc.

III – Corrective orthodontics: complete orthodontic  
treatments for fixed appliance (including diagnostic,  
complete treatment, **etc**) or removable appliance  
(including diagnostic, treatment, **etc**)

**Note:** Apparatus for protection purposes (sport), referred  
or emergency consultation fees, non-kept appoint-  
ment, also injected substances or prescribed drugs  
by the dentist are not covered.

This description of supplemental hospital, major medical, drug and dental expense benefits is intended to be a summary of the benefits only. The insurance certificate with the insurance carrier represents final authority for eligibility and benefits coverage.

**SECTION III - BASIC LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PROGRAM**

<b>A) Base hourly wage</b>	<b>Amount of Life Insurance</b>	<b>Amount of AD&amp;D</b>
12.00\$andover	20,000\$	20,000\$

Effective March 1st, 1991 the amount stipulated in the Basic Life Insurance and AD&D will be increased to twenty one thousand dollars (\$21,000.) and as of March 1st, 1992 to twenty two thousand dollars (\$22,000.) each.

Continuation of Basic Life, AD&D insurance during layoff:

For employees laid off on and after February 1, 1978, who have one year of seniority at the time placed on layoff, the Basic Life Insurance and Accidental Death and Dismemberment will be continued by the Company for an employee on layoff in accordance with the following table by payment of fifty cents (0.50\$) per thousand dollars (1,000.\$) each month.

<b>Years of Seniority on last day worked prior to layoff</b>	<b>Maximum additional months of Basic coverage</b>
<b>1 but</b> less than 2	2
2 but less than 3	4
3 but less than 4	6
4 but less than 5	8
5 but less than 6	10
6 and over	12

**B) Retiree Insurance**

Effective February 1, 1978, employees retired under the negotiated pension plan and future normal and early retirees will be entitled to:

a) continuing life insurance based on:

Years of Credited Service	Amount of Life Insurance
5 years	1,500.\$
15 years	2,000.\$
20 years	2,250.\$

b) the continuation of supplemental hospital expense benefits and major medical insurance.

**C) Survivor Income Benefits**

The Company will provide Survivor Income Benefits for survivors of employees actively at work on or after October 1st, 1978, in the form of:

1) **Transition benefit:** which provides an income to survivors ineligible for an **unreduced** benefit under the Canada Pension Plan or any old age security act equal to one hundred and fifty dollars (150.\$) per month for twenty-four (24) months, or an income equal to one hundred dollars (100.\$) for twenty-four (24) months, if **eligible** for an **unreduced** benefit under the Canada Pension Plan or any old age security Act, and

2) **Bridge benefit:** which provides one hundred and fifty dollars (150.\$) per month payable to certain surviving widows over age fifty (50), who have received twenty-four (24) monthly transition benefits. This benefit is payable until remarriage, age seventy (70) or such earlier age at

which the survivor is eligible to receive any Federal or Provincial Pension.

The transition benefits and the bridge benefit will be increased by fifty dollars (50.\$) each, per month, to a maximum of two hundred dollars (200.\$) per month respectively, January 1st, 1981, for employees actively at work at that date.

Effective October 1st, 1981, the transition benefit will be increased by one hundred and fifty dollars (150.\$) per month, to a maximum of three hundred and fifty dollars (350.\$) per month, for employees actively at work on that date.

Effective October 1st, 1981, the bridge benefit will be increased of fifty dollars (50.\$) per month, to a maximum of two hundred and fifty dollars (250.\$) per month, for employees actively at work at that date.

This description of insurance benefits is intended to be a summary of the benefits only. The insurance certificate with the insurance carrier represents final authority for eligibility and benefits coverage.

#### **SECTION IV - WEEKLY BENEFITS FOR SICKNESS AND ACCIDENT DISABILITY**

1) Effective upon ratification, employees who have completed the probationary period, who become absent from work due to sickness or accident occurring on or after date of ratification, will be provided with weekly sickness and accident benefits equal to sixty six and two third percent (66 2/3%) of the employee's regular pay\*.



Absent employees, who meet the requirements of the above sub- paragraph will be remunerated, the Monday following ratification on the bases of their new hourly base rate.

\* Hourly base rate

1) If the disability is due to bodily disease, benefits will begin on the **fith (5th)** day of disability or from the first **(1st)** day of confinement in a hospital. If the disability is due to bodily injury, benefits are payable from the first day of such disability.

2) Benefits will not be payable for any day in which the employee is eligible to receive holiday pay.

3) The Weekly Sickness and Accident Benefits are not payable for more than twenty six **(26)** weeks during any one **(1)** period of disability.

4) Successive periods of disability separated by less than one **(1)** week of active work on full time shall be considered one **(1)** period of disability, unless the later disability is due to an injury or disease entirely unrelated to the cause of the earlier disability and commences after return to active work on full time.

5) Successive periods of disability separated by one **(1)** week or more of active work on full time shall be considered as a separate period of disability.

6) Disabilities not covered are those resulting from injury sustained while engaged in any occupation for remuneration or profit, or from disease for which workmen's compensation or similar benefits are payable.

7) Shall be deducted from the allocation mentioned in Section IV, paragraph I, the portion of indemnity (up to the amount of the allocation mentioned in said section), received in virtue of any other insurance. The employee must make all necessary demands to obtain the indemnity he could have the right to receive in virtue of any other insurance plan.

It is agreed that if the employee is not eligible and does not receive indemnity from any other plan due to a waiting period provided for in the other plan, the dispositions of the collective agreement will apply in the meantime.

It is also agreed that, should the indemnity of the other insurance, and on condition that the absence continues to be medically justified, the allocation provided for in Section IV, paragraph I will continue to be paid, up to the twenty sixth (26th) week, starting with the date of the work stoppage due to such accident.

## **SECTION V – OPTIONAL LIFE INSURANCE**

### **A) Life Insurance for Employee's dependents**

Employee's spouse – 2,000.\$

Each dependent child – 1000.\$

Employee contributes twenty cents (0.20\$) per month

### **B) Supplemental Insurance**

All employees insured for basic life insurance are allowed to purchase an additional amount of life insurance, only equal to the amount of basic life insurance for which they are covered at a contribution rate of forty six cents (0.46\$) per month, per thou-

and dollars (1,000.\$)of coverage.

This description of insurance benefits is intended to be a summary of the benefits only. The insurance certificate with the insurance carrier represents final authority for eligibility and benefits coverage.

## **SECTION VI - LONG TERM DISABILITY**

If the employee is disabled for twenty six (26) weeks or more and cannot perform the duties relating to his regular work, he will be eligible for long term disability benefits. Beginning with the twenty seventh (27th) week of absence, sixty percent (60%) of base monthly pay at the time the disability commenced will be paid for duration of disability or until age sixty five (65) (seventy five percent (75%) from all sources).

After twenty four (24) months of disability, it will be necessary to provide proof that the employee is wholly and continuously disabled and unable to engage in any occupation or employment for wage or profit.

The employees who started to receive allocations from this benefit before December 11, 1986, and who are still covered by this program, will receive an allocation adjusted to the hourly base rate in effect December 16, 1985.

This description of insurance benefits is intended to be a summary of the benefits only. The insurance certificate with the insurance carrier represents final authority eligibility and benefits coverage.

## **SECTION VII – INSURANCE PROGRAM ADMINISTRATION**

**Continuation of** coverage for employees on leave of absence, and disability leave:

**A)** All insurance coverage for employees on an approved personal leave of absence, is continued for up to three **(3)** months from the date leave is granted. After, the employee is required to pay the full cost toward the coverage for which he is enrolled in advance of each thirty **(30)** day period for which coverage is provided.

**B)** If an employee is on an approved sick leave because of disability:

a) basic life insurance and the supplemental life coverage for which the employee is enrolled will be continued for the duration of the disability but not beyond age sixty five **(65)**. During the first ninety **(90)** days of disability, the employee continues to pay his regular contribution. After ninety **(90)** days, life insurance is provided at no cost to the employee. The dependent insurance coverage is discontinued after ninety **(90)** days of disability.

b) The carrier's health insurance (supplemental hospital benefits, medical major, including drug and dental expense) are continued for the lesser of the duration of disability or for the period during which he retains seniority at no cost for the employee.

c) Long Term Disability insurance is provided at no cost to the employee.

d) All wage related insurance benefits will continue to be based upon the employee's hourly rate of pay exclusive of any COLA, shift differential or any other premium or allowance.

Continuation of coverage for employees on maternity leave:

1) Paragraph B and sub-paragraphs a), **b), c), d)** are applicable for the duration of the maternity leave.

## APPENDIX E PENSION PLAN

The provisions incorporated in the previous plan effective December 11, 1989 will continue to be in force until March 31st, 1990, inclusively, subject to the Supplemental Pension Plan Act.

The pension plan will incorporate the following provisions for employees with seniority or who retire on or after April 1st, 1990:

1) Pension fund assets under the Bendix **Avelex** Inc. Pension Plan for Hourly-Rate employees allocable to employees represented by the **CAW**, may be invested pursuant to a contract with an insurance company, or a trust fund invested by a trust company, as determined by the Company, and may be consolidated for investment purposes with other retirement plans of Allied-Signal subsidiaries.

2) All employees represented by the **CAW** will be eligible for participation in the plan regardless of age.

3) The plan will be provided at no cost to the employees. If the plan is underfunded the Company shall pay additional contributions. If the plan is in a surplus position, no contributions from the Company will be necessary.

4) The contributions made to the pension fund by the employees prior to January 1, 1977, have been transferred to the group annuity contract number **RG-321** with **Les Services de Santé du Quebec** and provide additional benefits to these employees.

### **5) Normal Retirement Benefits**

On retirement at or after age sixty five (65) or over, the monthly pension will be:

- I) For employees retiring as of April 1st, 1990, but before March 1st, 1991, nineteen dollars (19.\$) per month as of the 1st of the month following their retirement date, twenty four dollars (24.\$) per month as of March 1st, 1991, and twenty five dollars (25.\$) per month as of March 1st, 1992.
- II) For employees retiring as of March 1st, 1991, but before March 1st, 1992, twenty four dollars (24.\$) per month as of the 1st of the month following their retirement date, twenty five dollars (25.\$) per month as of March 1st, 1992.
- III) For employees retiring as of March 1st, 1992, twenty five dollars (25.\$) per month as of the 1st of the month following their retirement date.

for each year of credited service that the employee had at the date of his retirement.

Such benefits will be in addition to the benefits purchased by prior employee contributions as outlined above.

### **6) Early Retirement**

On retirement after age fifty five (55), with at least two (2) years of service, an employee will receive a lifetime benefit determined in accordance with the normal retirement above reduced by one half (1/2) of one percent (1%) for each month by which his

early retirement date precedes age sixty five (65).

#### **7) Other pension plan**

The amount of pension benefit otherwise payable to an employee under this plan shall be reduced by the amount of benefit provided by the employer under any other Company Pension Plan.

#### **8) Vesting**

On termination of employment at any age with at least two (2) years of service, an employee will remain eligible for a deferred pension beginning at age sixty five (65), equal to his accrued normal retirement benefit as described in Item 5) above, based on credited service and the pension level at date of termination of employment. An employee whose employment with the Company ceases with the right to a deferred pension may transfer the value of this deferred pension to a Registered Retirement Saving Plan governed by the Supplemental Pension Plan Act. The value of the deferred pension will be determined as per the recommendations of the Canadian Institute of Actuaries.

#### **9) Surviving Spouse Definition**

For the purpose of the Pension Plan the spouse of a member is a person who:

- A)** is married to the member
- B)** has been living in conjugal relationship with an unmarried member for a period of not less than three (3) years, or for a period of not less than one (1) year:
  - at least one (1) child is born, or to be born, of their union;
  - they have adopted, jointly, at least one (1) child while living together in a conjugal relationship;



- one of them has adopted at least one (1) child who is the child of the other while living together in a conjugal relationship.

#### **10) Surviving Spouse Option**

On normal or early retirement an employee who has a spouse receives a reduced benefit of ninety percent (90%) of his regular benefit determined as above (increased by one half (1/2) of one percent (1%) for each year in excess of five (5) by which his spouse's age exceeds his own up to twenty (20) years, or decreased by one half (1/2) of one percent (1%) for each year in excess of five (5) by which his age exceeds that of his spouse). Sixty percent (60%) of which will be paid for the remaining lifetime of his spouse after his death.

- 11)** An employee, who has no spouse or whose spouse has waived in writing such entitlement, will receive an **unreduced** benefit for the rest of his life.

#### **12) Automatic Survivor's Benefits**

Where a member dies before receiving pension benefits, his spouse or his assignees shall be entitled to receive a lump sum payment equal to the value of any of the deferred pension as of January 1st, 1990.

The spouse may elect to receive a pension of equal value.

#### **13) Level Income Option**

An employee who retires early shall have the option to receive a larger pension until he reaches age sixty-five (65) and at age sixty five (65) a pension reduced by an amount equivalent to the old age

security pension in force when he takes his retirement. Such an option shall have the same actuarial value as the pension to which he would normally have been entitled.

#### **14) Crediting of Service**

All employees will be credited with past service based on their seniority on January 1, 1977, calculated to the nearest one twelfth (1/12th) year (regardless of whether or not they contributed to the Bendix **Avelex** Inc. Pension Plan). For future service, one (1) year of Credited Service will be granted for each calendar year during which an employee receives compensation for seventeen hundred (1700) hours or more, with proportional credit being granted for less than seventeen hundred (1700) hours. For the purpose of computing compensated hours hereunder, hours of pay at premium rate shall be counted as straight-time hours. Service is credited until age sixty eight (68). On or after October 10, 1980, Credited Service shall also include any period during which an employee receives benefits under the long term disability insurance plan of the Company. On or after January 1st, 1984, the pension plan shall be amended to include in Credited Service the period of a long term leave of absence for union duties under article 18.05 of this collective agreement.

On or after January 1st, 1984, an employee who does not accumulate a sufficient number of hours during a calendar year to be credited with a full year, shall be credited for any **authorized** absence due to layoff or sickness, on the basis of forty (40) hours per week, provided that he was compensated

for at least one hundred and seventy (170) straight-time hours during such calendar year.

Service lost by employees following a layoff of less than **tirty-six (36)** months or due to an **authorized** maternity leave will be reestablished on condition that there was a return to work before December 9, 1989.

Lost service of employees, who have quit employment and/or who have lost their seniority and who have come back to the employment of the Company before December 9, 1989, will be reestablished.

#### **15) Additional Retirement Benefits**

Employees who will retire:

- a) between June **5th, 1990**, and June **5th, 1992**; and
- b)** with at least ninety (**90**) days of written notice; and
- c) after their sixty-second (**62nd**) birthday; and
- d)** with at least fifteen (**15**) years of **recognized** service

have a right to an additional retirement benefit purchased from an Insurance Company and produced by an unique amount of two hundred **andd** fifty dollars (**\$250**) for each year of **recognized** service of the employee at the time of his retirement.

#### **16) Benefits for employees who retired with benefits payable commencing prior to April 1st, 1990**

An employee who retired under Article 1 of the Plan with benefits payable commencing prior to April **1st, 1990**, or the eligible surviving spouse of such an employee shall be entitled only to the benefits, if any, under the Plan as it existed immediately

prior to such date and of the Supplemental Pension Plans Act.

- 17)** In order to verify the calculation of benefits done by the Company and to provide for a review mechanism to allow an employee who is unsatisfied with his benefit calculation to obtain a review of such calculation, the Company shall establish a Pension Committee (the “Committee”) consisting of six **(6)** members, three **(3)** appointed by the Company, and three **(3)** appointed by the Union. The pension document will be modified to allow the Company to remit the Union, with the employee’s permission, with a copy of the document. A summary of the information given regularly to the employees will be given to the Union.
- 18)** The pension agreement will terminate on the same date as the collective bargaining agreement.
- 19)** The above provisions will be incorporated into a formal pension plan document, the language of which is to be agreed upon by the parties. All provisions of the plan are subject to approval by the Quebec Pension Board and the Department of National Revenue.

MEMORANDUM OF AGREEMENT NO. 1

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # 1849

**SUBJECT:** Union monetary reimbursements and accumulated dues records

**The parties agree as follows:**

1) Hours used by the Union in excess of those provided for in paragraph 5.03 of the current Collective Agreement will be reimbursed by the Union at the average regular rate of employees in the pool or, in the case of the Union representative on the Safety and Health Committee, at his regular rate, upon receipt of a Company invoice.

2) In the case of Union leaves of absence accorded in virtue of paragraph 18.04 of the Agreement, the Company will pay the employees at their respective regular hourly rate for each hour of such absence and the Union will reimburse the Company for the full amount upon receipt of a Company invoice.

3) Starting on the signing date of the Agreement the Company will register the **current** and cumulative deductions of Union dues on each pay slip of each employee and will register on the individual **T-4** and **TP-4** forms issued for each taxation year, and each year thereafter, the total amount of Union dues deducted during the taxation year.

MEMORANDUM OF AGREEMENT NO. 2

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"  
and its local # 1849

If, at the time of the hearing of a grievance at arbitration, one (1) of the parties contests the jurisdiction of the arbitrator in virtue of paragraph 7.13 of the Collective Agreement, the arbitrator must immediately proceed to the hearing on merit to be able to render a complete decision as soon as possible.

MEMORANDUM OF AGREEMENT NO. 3

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # 1849

**SUBJECT:** Exceptions to regular work schedules

The Company and the Union agree to **honor** the work schedules of employees in certain classifications that do not conform to those schedules described in **15.03** as follows:

One (1) storekeeper and a maximum of two (2) shipper-receivers are assigned to an eight (8) hour shift from **07:30** to **16:00** hours with a one-half (1/2) hour unpaid meal period.

The parties also acknowledge that if only the day shift is required, in the classification of Janitor for the maintenance of Plant Services, the day shift schedule in virtue of Article **15.03** is not necessarily applicable. Therefore the parties agree that the said



day shift shall function as follows:

- A first **(1st)** group in the classification of Janitor for the maintenance of Plant Services shall work according to the following schedule, from **06h00** to **14h30**;
- A second **(2nd)** group in the classification of Janitor for the maintenance of Plant Services shall work according to the following schedule, from **07h30** to **16h00**.

Any change to these schedules must conform to the provisions of **15.04**.

Notwithstanding article **15.03** a), and for Storekeepers and Shipper/Receivers only, the parties agreed on the following:

- The regular schedule of the day shift maybe staggered up to a maximum of four **(4)** consecutive hours and;
- For one **(1)** or many employees.

The application of the preceding is strictly voluntary and is possible only if the employee/s concerned have given their accord.

All such demands made by the Company are made in order of seniority that is starting with the most senior.

The employee/s who agree to such a schedule, will be paid the shift premium as per **15.06** as long as such schedule is staggered of a **mimimum** of one **(1)** hour.

For the purpose of overtime, paragraphs **15.07** and **15.08** are applicable to such staggered shift.

MEMORANDUM OF AGREEMENT NO. 4

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"

and its local # 1849

As negotiated in 1983, the parties agree that coverage for drug benefits is extended to employees who have taken or who will be taking early retirement after December 11, 1983, and that until they reach the age of sixty-five (65).

MEMORANDUM OF AGREEMENT NO. 5

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # 1849

SUBJECT: Reasonable Time for Personal Needs During  
Working Hours

The Company will continue, during the life of the Collective Agreement between the parties, its practice of granting reasonable periods of time during their working hours to employees covered by the said Agreement, for the satisfaction of personal needs, wash-up and storing of tools, in addition to the fifteen (15) minute rest period. Employees will not abuse such periods.

MEMORANDUM OF AGREEMENT NO. 6

between

**BENDIX AVELEX INC.**

hereinafter called the “Company”,  
“Management” or “Employer”

and

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

hereinafter called the “Union”

and its local # 1849

It is understood that the Benefits delegate named by the Union and chosen from the employees whose positions are listed in paragraph 9.16 will always be assigned to the day shift and that:

He will be looking after the Benefits Programs mentioned in the Collective Agreement:

Appendix C – Paid Absence Allowance

Appendix D – Group Insurance Plan

Appendix E – Pension Plan

Furthermore, it is also understood that the hours **utilized** will be taken from those specified in paragraph 5.03 of the Collective Agreement.

MEMORANDUM OF AGREEMENT NO. 7

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # 1849

The Company will establish an Educational Assistance Program at Bendix **Avelex** Inc., as outlined in the following paragraphs:

Courses must be directly related to the employee's current work assignment or probable future assignment within the Company and taken outside normal working hours, on Company's premises if **offred** by the Company, at an accredited college, business school, high school, trade or vocational schools. Employees with acquired seniority rights who are actively at work will be reimbursed for tuition and related fees (excluding books and parking) as follows:

Four hundred dollars (**400.\$**) per fiscal year for courses below the advanced degree level;

Eight hundred dollars (800.\$) per fiscal year for four courses required for an advanced degree.

The following programs are considered job-related and will be approved when the needs cannot be met within the Company:

**A)** Courses which will improve the employee's skill on his/her present job. This includes courses designed to update employees in the technology of their trade or occupation and courses directed toward qualifying an employee as an apprentice in the skilled trades;

**B)** Courses which relate to the next job in the logical development of an employee's career;

**C)** Courses which will prepare an employee for openings that are expected to occur in the future and for which a sufficient number of qualified employees are not available;

**D)** Courses taken to complete the requirements for a grammar school certificate or high school diploma;

**E)** Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to his/her career at Bendix Avelex Inc.

Employees currently enrolled in educational courses which have been approved for reimbursement by the Company will be allowed to continue such arrangement until the employee applies for educational assistance toward the next course(s).

The grievance procedure set forth in the Collective Bargaining Agreement between the Union and management

shall have no application to, or jurisdiction over, any matter relating to this program,

An employee who has worked during the life of this Collective Agreement and whose name appears on the recall list will be eligible for educational assistance providing that he makes his request before the expiration of the Agreement.

MEMORANDUM OF AGREEMENT NO. 8

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"  
and its local # 1849

**SUBJECT:** Education fund for employees

In the negotiations resulting in this Agreement, the Company agreed to pay into a special fund one cent (**0.01\$**) per hour per employee for all hours worked during the life of this Agreement for the purpose of providing paid education leave for members of the Local 1849 Bargaining Unit, selected by the Union, to attend courses to upgrade skills in all aspects of Trade Union functions.

Such monies will continue to be paid on a quarterly basis into a trust fund established by the National Union, **C.A.W.** and sent by the Company to **7275 est, rue Sherbrooke, suite 305, Montreal, Quebec, H1N 1E9.**



It was further agreed that selectees will be granted a leave of absence without pay for twenty **(20)** days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve **(12)** month period from the first **(1st)** day of leave. Employees will continue to accrue seniority and benefits while on leave.

The parties further agreed that this program, including the funding, will cease on December **11, 1989**, unless the Company agrees to the continuance. Before making this determination, the Company and Union will jointly review the progress and results of the program with the National Union, **C.A.W.**, six **(6)** months prior to expiration of this Agreement, and evaluate such progress and results in an objective manner.

MEMORANDUM OF AGREEMENT NO. 9

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # **1849**

SUBJECT: Employment Equity Legislation

During the last negotiations, the parties agreed on the following:

When implementing its program on employment equity, management will consult, as required, appropriate Union representatives.

The Union agrees to participate, as required, to the elaboration of this program in a positive and responsible manner, **recognizing** the responsibilities of the Company towards the Federal Contractors' Program.

MEMORANDUM OF AGREEMENT NO. 10

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"  
and its local # 1849

Mr **Yvon Roberge**  
National Representative **CAW**  
**7275 est, rue Sherbrooke**  
Tour Texaco, Suite 305  
Montreal, **Qué.**  
**H1N 1E9**

**SUBJECT:** Technological Change

Dear Sir,

In the event of technological change, the introduction of which directly results in the lay off of one **(1)** or more employees, the Company agrees to meet with the Union in order to identify and assess the situation, with a view to **minimizing** the effect on the employees concerned.

Jean-R&my **Lavoie**

MEMORANDUM OF AGREEMENT NO. 11

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # **1849**

**SUBJECT:** Lead Hand

During negotiations, the parties agreed on the following:

Lead Hand is a classification, He is not laid off unless said lay off occurs to the lead hand.

In the event of a vacant position, the lead hand is selected from the group of employees he will have to lead.

MEMORANDUM OF AGREEMENT NO. 12

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # **1849**

Concerning the choice of carrier for Medical, Drug and Dental benefits:

The Company may from time to time request various carriers to bid for the above mentioned benefit.

When the bids will be considered the Company will accept the least costly but the Company will accept to consider a higher bid from the **SSQ** as long as the total cost for the annual administrative services of all kind is not superior by more than two percent **(2%)**.

MEMORANDUM OF AGREEMENT NO. 13

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"

and its local # 1849

**SUBJECT:** Skilled Trades

During the 1989 negotiations, the Company and the Union have discussed and agreed on the following:

– The employees, members of the skilled trades group, are subject to the provision of the collective agreement with the exception of what is specifically covered hereafter.

1 – For the purpose of this agreement, the following classifications are considered as being part of the skilled trades group: electrician, Tool Machinist, Machine Repairman, Millwright Carpenter, Tool Cutter-Grinder, Toolmaker, Inspector – Tool Room, Test Equipment Repairman, Heat-treater, Welder, Electronics Technician – Maintenance and Maintenance Pipefitter.

**2** – An **employee is recognized as being part of the** skilled trades group if he is member in accordance with the seniority list (Art. 21.04) of one (1) of the previously mentioned classifications.

**3** – To fill a job in one of these classifications previously mentioned, Article 9.22 will prevail, although to be considered, the candidate must correspond to one or the other of the following descriptions:

a) To have completed in a satisfactory way an apprenticeship program, **recognized** as such by the Company, related to the job sought and possesses a proof of such apprenticeship.

**b)** Have eight (8) years of practical experience pertinent to the job sought and possesses proof of such experience.

**c)** Have the pertinent licence or licences as **recognized** by legislation and/or the Company.

The Union may verify, at any time, at the Personnel Office, all documents which attest to the qualifications of anyone which has a job in the skilled trades group.

If the Company decides to use the training program, the Company and the Union decide together the level of competence of the candidate and at what wage rate he should be paid.

**4** – Seniority by classification applies to classifications belonging to the skilled trades group.

**5** – For the purpose of layoff and recall, in the skilled trades group, the seniority of the skilled trades persons is established starting from the date the employee started working in his classification in the skilled trades group.

**6** – **Notwithstanding** the preceding paragraphs, and for one (1) time only, the employees, members of the skilled

trades group, have the right, when a layoff occurs, to exercise their seniority rights (all seniority acquired within the bargaining unit) for the purpose of paragraph 9.14 and 9.15.

7 – An employee who used the dispositions of paragraph 6, who is recalled to his classification in the skilled trades group, and who refuses to return to the group, loses his seniority rights in the classification he refused to return to.

8 – Before hiring anyone from outside the bargaining unit to fill a place on the training program, the Company will first offer by posting, such an opportunity to the members of the bargaining unit who have the required qualifications to be part of such a program.

### **UNION DUES**

The Company agrees to deduct once a year from the employee's pay for members belonging to the skilled trades group a sum equivalent to the dues of the skilled trades. Such deduction shall be done on the first (1st) pay of February and shall be given as soon as possible to the Financial-Secretary of the Union. The Company will at the same time give to the Union a list of the names of the people who were deducted such sum.

### **UNION REPRESENTATION**

For the purpose of article 5.02, the Company recognizes one (1) of the sectors on the day shift as being one of the skilled trades. The steward of that sector also belongs to the plant committee for all questions concerning skilled trades, including the negotiations for the renewal of the present collective agreement on the subject of skilled trades.



MEMORANDUM OF AGREEMENT NO. 14

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"  
and its local # 1849

Mr **Yvon Roberge**, National Representative **CAW**  
**7275 est, rue Sherbrooke**  
Tour Texaco, Suite 305  
Montreal, **Qué.**  
**H1N 1E9**

Dear Sir,

Once a year, when all the annual documents will have been received, we will provide to an **authorized** representative of the Union one **(1)** copy of the documents mentioned in sub-section **D)** of paragraph 8 of article IV of the official pension plan document.

Furthermore, the Company will supply to the Union the following lists:

- An up-to-date list of persons receiving long term disability benefits as per Appendix "**D**" of the collective agreement, and including: the starting date of the **disabil-**

ity, the starting date of the benefit payment, the amounts paid, the insurance carrier, the address and the phone number;

- An up-to-date list of persons receiving survivor income benefits as per Appendix "**D**" of the collective agreement, and including: the persons receiving the transition benefit, the persons receiving the bridge benefit, the starting date of the benefit payment, the amounts paid, the address and the phone number;

- An annual list of persons presently retired and those who will retire as per appendix "**E**" of the collective agreement, and including: the date of termination of the employee, the date the payment started, the type of retirement, the options, the rate, the **recognized** service, the **amount** of the benefit, the address and the phone number;

- An up-to-date list of persons eligible to a **deferred** pension as per appendix "**E**" of the collective agreement, and including: the date of termination of the employee, the eligibility date, the rate, the amount of the benefit, the address and the phone number;

- An up-to-date list of deceased employees and/or deceased retirees and including: the date of the death and the amounts paid to the beneficiaries. - The Company will supply the Union with a proof of such payments.

- A up-to-date list of the employees including their address and their phone number.

The Union on its part, will supply the Company with any change for the purpose of maintaining this list **up-to-date**.

MEMORANDUM OF AGREEMENT NO. 15

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # **1849**

Mr. **Yvon Roberge**

National Representative **CAW**

**7275 est, rue Sherbrooke**

Tour Texaco, Suite **305**

Montreal, **Qué.**

**H1N 1E9**

Dear Sir,

It is a pleasure to confirm to you the intention of the parties to consider that when an employee must be absent from work in virtue of paragraphs **11.06** or **18.07**, the hours of absence will be considered as hours worked for the application of paragraph **15.08**.

**Jean-Rémy Lavoie**

MEMORANDUM OF AGREEMENT NO. 16

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # 1849

**SUBJECT:** Union Office

During the 1986 negotiations, the Company agreed to continue to furnish a Union office. The office will be equipped with one (1) desk, two (2) side chairs, a filing cabinet, and a telephone for internal calls only.

It should be understood that the size and location of this office will be determined by Management based on the facilities available.

MEMORANDUM OF AGREEMENT NO. 17

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"  
and its local # **1849**

During the **1986** negotiations, Management and the Union agreed on the following:

Before proceeding with a lay off in the classification of a higher grade than five 5 in Group two **2**, it is understood that there will be no employee at work in the classification of "Senior Assembler", Grade five 5 in Group two **2**.

The Technicians actively at work at the signature of this agreement, but laid off during the life of the present agreement will be recalled to work **first**, before the Company can **utilize** employees in the classification of "Senior Assembler", Grade five 5 in Group two **2**.

MEMORANDUM OF AGREEMENT NO. 18

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

a n d

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

hereinafter called the "Union"

and its local # 1849

**PROGRAM FOR THE FIGHT AGAINST  
ALCOHOLISM AND DRUG ABUSE**

The Company and the Union express their joint determination of acting cooperatively in order to resolve the problem of substance abuse among the employees of Bendix **Avelex** Inc., represented by Local 1849 of the **CAW**.

Alcoholism and drug dependency are **recognized** as diseases, by the medical and public health authorities, the Company and the members of the **CAW**. Alcohol and drug abuse by workers weakens their abilities, contributes to increased absenteeism, tardiness and violations of working regulations. This has a **harmful** effect on work schedules and brings about the dissatisfaction of the majority of workers who consciously try to work well. The combination of these factors has as a result, a damaging ef-

**fect** on the efficiency of the plant and places the job security of workers in danger.

The causes of alcoholism and drug dependency are not well understood and the cures are difficult. Nevertheless, the Company and the **CAW** members believe that constructive measures can be adopted to resolve this problem, which is a major cause of family breakdown and is directly related to cases of depression and violence in the heart of the community.

### **1. OBJECTIVE**

The goal of this joint effort is to help those employees who are victims of alcoholism and drug dependency. The joint effort of the Company and Union will be to create a system which will enable the employee's problem to be promptly diagnosed, to be able to refer him or her to competent persons in order that he or she follow the appropriate treatment and to follow up on his or her particular case.

The Company and Union acknowledge that neither Management nor the Union representatives working alone can always provide the level of motivation required by the employees. Therefore mutual cooperation is necessary to encourage the employee to seek treatment according to his or her own need, to respond to this treatment and to see that he or she follows his or her resolution of avoiding alcohol or drugs following treatment.

### **2. GUIDELINES FOR ADMINISTRATION**

The Company and the Union will engage in a cooperative effort and function administratively in consulting with Union personnel. To this effect, it is important to:

- 1) create a climate at the level of the plant which eliminates the effects of social stigma associated with alcohol-

ism and drug dependency which prevents the adoption of constructive measures to fight it:

2) encourage the local Management and local Union, at all levels, to do their best in order to carry out the goal of identifying the employee's problems early and to motivate him or her to seek treatment;

3) assure the confidentiality in working with the employees;

4) to assure the employee of a sympathetic understanding of his or her problem; and

5) to help in the creation of educational documents and information for use at the plant level. These may be supplemented by materials which either the Company or Union may wish to issue separately.

### **3. THE LOCAL SUBSTANCE ABUSE COMMITTEE**

The Company and the Union will respectively designate one (1) representative to work together, outside the grievance procedure towards the solution of these problems. The responsibilities of this local committee will be, among others:

1) to study the community's resources in order to determine the availability of appropriate treatments, and their costs. If the available treatments are inadequate or if there are none available, to strive to improve the situation;

2) to work out methods in order to identify the disease in its first stages and to encourage and help the employee obtain treatment without delay. It is **recognized** that the employee can be cured better if there is cooperation between Management and the Union;



3) to help the employee understand that he or she can, in a private manner, consult the medical director of the plant or an agency or other qualified **organization**, concerning his or her problem, without fear of disciplinary measures following his or her consultation;

4) to see that it is explained to the employee and other persons involved to what extent the recommended treatment qualifies for payment under the benefit packages of Bendix **Avelex** Inc.

The Company and the Union acknowledge that:

1) nothing in the present statement can be interpreted as constituting any waiver of the responsibility of Management in maintaining discipline or to its right of invoking disciplinary measures, in the case of misconduct resulting from or related to the use of alcohol or drugs; the Union may exercise its right of clearly setting forth its grievances in such cases according to the Collective Agreement linking Bendix **Avelex** Inc. and local # 1849 of the **CAW**.

2) during or following treatment, the concerned employee should not expect any special privileges or exemptions from standard personnel practices; and

3) when a leave of absence is necessary so that an employee may follow medical treatment for alcoholism or drug dependence in or from an appropriate facility in accordance with this program, and when the employee has voluntarily submitted himself or herself for such **treatment** and his or her seniority has not already been broken, he or she will be granted sick leave of absence and will be eligible for benefits in accordance with the benefit package of Bendix **Avelex** Inc., as negotiated with the Union;

4) the Company will assume, if any exists, the payment of the costs of treatment charged to the employee who is sent to a rehabilitation **center** for alcoholism and drugs as long as:

a) the rehabilitation **center** was approved by a Company selected doctor;

b) the employee is actively in the program against substance abuse; and

c) the employee was sent for treatment on the recommendation of the Company selected doctor.

Any employee, who begins treatment in a rehabilitation **center** and who leaves the **center** before the end of treatment, will be considered as an employee who refuses and does not need treatment and will be considered like any other employee.

5) This Memorandum of Agreement does not go into effect nor does not stay in effect unless the preceding rules and procedures are approved by the two signing parties.

MEMORANDUM OF AGREEMENT NO. 19

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"

and its local # 1849

**SUBJECT:** Sexual Harassment

The Company and the Union acknowledge their joint duty not to tolerate any form of sexual harassment.

Sexual harassment is defined as any **unsolicited** action with a sexual connotation to which the employee objects himself and which attacks his dignity as a person and his conditions of work.

All complaints or grievances resulting of sexual **harassment** will be treated confidentially as much as possible.

MEMORANDUM OF AGREEMENT NO. 20

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",

"Management" or "Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT**

**WORKERS UNION OF CANADA**

**(CAW-Canada)**

hereinafter called the "Union"

and its local # 1849

**SUBJECT:** Solidarity Fund

The Company agrees to collaborate with the Union to permit all employees who so desire, to subscribe by salary deductions to the savings plan of the Solidarity Fund (FTQ).

Whatever the number of employee who ask for it, the Company agrees to deduct, on each employee's pay who so desires, and who has signed the prescribed form, the amount indicated by the employee for the duration fixed, until notice to the contrary.

An employee may at any time modify the amount of his contributions or stop contributing, by advising the Fund and the Company. If the employee ceases to participate and advises directly the Company, the Company will send a copy to the Fund.

MEMORANDUM OF AGREEMENT NO. 21

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"

and its local # 1849

Management may hire full-time students of a school, or **recognized** university, during the months of May, June, July and August. It is nevertheless agreed that these students may not alter nor withhold the promotion or training of any employee in the bargaining unit, nor can they prevent the recall to work of employees on the recall list.

It is agreed that the dispositions of the collective agreement apply to these students. Nevertheless, if a student should, at the end of the school summer holidays, be hired by the Company, his seniority shall be calculated from the first date of hiring. In such case, the Company posts the concerned job and the experience acquired by the student cannot be used by the student to his advantage at the detriment of any employees with more seniority.

**MEMORANDUM OF AGREEMENT NO. 22**

between

**BENDIX AVELEX INC.**

hereinafter called the "Company",  
"Management" or "Employer"

and

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

hereinafter called the "Union"

and its local # 1849

**SUBJECT:** Training Program for Tool Machinist

**Immediately** after the ratification of the present collective agreement, the Company will offer to the employees in the classification of Tool machinist to be part of a training program, which will **qualify** them eventually for the classification of Toolmaker.

After which, the parties will agree on a date, as soon as possible, to get together in the context of the training program foreseen in Appendix B-1 and establish the procedures to be sure that the employees enrolled in this program meet the goals of this training program.

The employees who will accept to **enroll** in the training program will start their apprenticeship as soon as possible in the year 1990 and will maintain their salary level until the progression schedule reaches their present rate. The

Company is not required to start this program for everyone at the same time, in such cases seniority will be the determining factor.

## **INTRODUCTION TO JOB DESCRIPTION AND NORMAL REQUIREMENTS**

An employee may not necessarily be required to perform all the work operations described under his job classification nor will he have the right to refuse to perform operations which are not described, providing they are related to his particular job classification.

In the application of this clause it is expected that an employee will continue good safety and good housekeeping practices.

(Editor's note: The above paragraphs are applicable to each and every job description that follows).



## **JOB DESCRIPTIONS AND BASE REQUIREMENTS**

### **GRADE 1 JANITOR**

Performs janitorial work inside and outside Company buildings, in order to maintain the areas clean and sanitary, by **utilizing** the necessary products and equipment.

### **ASSEMBLER (MINOR)**

Performs the work necessary to disassemble and assemble simple assemblies, and also various simple work.

### **GENERAL MAINTENANCE**

Performs any maintenance functions requiring moderate skill such as changing light bulbs, digging, mixing and pouring of concrete and asphalt, etc. Works under direction and supervision.

### **GRADE 2 INSPECTOR**

Performs visual, mechanical, electronic and electrical inspections of a routine, repetitive and simple nature, not requiring extensive knowledge on various parts or materials to determine conformance to predetermined limits. May make minor adjustments to measuring devices.

### **GRADE 3 EXTERNAL DRIVER/MAIL CAR CHAUFFEUR**

Required to have a chauffeur's license. Drives trucks and/or passenger vehicles for delivery and pick-up. Loads and

unloads materials as required. Collects cash or cheques on COD deliveries as directed.

### **SHIPPER/RECEIVER**

Operates power vehicles, such as fork lift trucks, transporting internally all types of productive and non productive materials and equipment. Transports materials to outside perimeters of the plant, between departments. As required, loads and unloads trucks and trailers. Checks materials, quantities, weights, serial numbers and general condition of shipments. Packs and unpacks as required. Completes paper work as required. Performs all military and commercial shipping activities and all receiving activities.

### **METAL FINISHER OPERATOR**

Performs various surface finishing operations by **utilizing** mechanical vibrating, rotating, tumbling and **harperizing** equipment. Selects the various ingredients and determines the quantity to prepare the media. Places prepared prepared media into appropriate mechanical equipment. Determines speed and duration of the cycle. Exercises care and skill to preserve contours without damaging finishes, loads, unloads, racks, masks, plugs, washes, rinses and dips parts.

### **OILER**

Services all production equipment by changing lubricating oils and mist and flood coolants. Manually lubricates a variety of production equipment. Removes and replaces coolants and lubricants from machines. Removes machine cuttings and prepares for collection. Cleans oil spills. Changes filters as necessary. Maintains inventory and storage of flammable liquids.

### **STOREKEEPER**

Required to operate a production store and/or a repair and overhaul store or a unit holding store, alone or with assistance. Must be familiar with and process necessary records and paper work.

### **ASSEMBLER**

Performs the work necessary to disassemble, assemble, repair, adjust and test simple assemblies.

### **ASSEMBLER MANUFACTURING**

Performs the work necessary to disassemble, assemble, solder, adjust and test simple assemblies.

### **PAINTER**

Cleans, sands and masks parts for painting operations. Sprays, brushes or dip coats in accordance with specifications and directions. Works under direction and **supervision** and is required to prepare documentation.

### **GRADE 4 DEBURRER**

Performs a variety of **deburring** tasks using such methods as grinding, scraping, buffing and polishing. Exercises skill and care to preserve contours without damaging finishes. Works from drawings and written instructions and maintains all tolerances. Uses both mechanical and manual tools and uses pneumatic, optical, electrical and mechanical equipment as needed. Can be required to operate lathes and drills to accomplish his work.

### **TOOL CRIB ATTENDANT**

Must operate one or more tool cribs. Must know, sort out, repair and/or send for repairs different types of tools, measuring and/or verification devices **utilized** in the shops. Must process pertinent documentation.

### **MACHINE OPERATOR**

Operates selected types and sizes of equipment such as lathes, milling machines, automatic screw machines, press drills, numerically controlled machining **centers** and grinders. Works under supervision. Sharpen drills, **center** tools with a standard angle cut and scrapers. Cuts off the ends of miscellaneous cutting tools and worn or broken gauges. Works from **pre-established** set-ups.

### **GRADE 5 ASSEMBLER (SENIOR) MANUFACTURING**

In one or more of the following areas, performs the work necessary to assemble, solder, modify, repair, adjust, test electronic, **electro-mechanical**, mechanical and electrical, sub-assemblies, assemblies and instruments.

### **SENIOR ASSEMBLER**

In one or more of the following areas, performs the work necessary to assemble, disassemble, repair, adjust, solder, unsolder, test electronic, **electro-mechanical**, mechanical and electrical, sub-assemblies, assemblies and instruments. Is not required to do calibration or final testing of instruments and/or units mentioned above.

### **PAINTER (SENIOR)**

Cleans, sands, and masks parts for painting operation. Sprays, brushes or dip coats paints, lacquers, enamels, varnishes and related materials to obtain various types of finishes. Required to mix paints and otherwise prepare coating materials. May work from prints, specifications, written or verbal instructions. May be required to prepare documentation.

### **ASSEMBLER - INDUCTION BRAZING**

Performs induction brazing on small component parts. Prepares parts to specifications for induction brazing. Prepares set-up per operation sheets and drawings. Visually examines parts after brazing for quality of joint to conform to present standards.

### **GRADE 6 HYDRO-MECHANICAL SYSTEMS REPAIRMAN**

Performs all mechanical work related to the repair and overhaul of **hydro-mechanical** systems. Dismantles and reassembles **hydro-mechanical** assemblies to assure the absence of leaks and proper operation. Some hydraulics knowledge required to perform the duties of the job.

### **PLATER**

Performs surface preparation activities such as polishing, buffing, wire brushing and grinding. Conducts metal finishing operations, such as **alumaliting**, phosphate treating, etching, **dichromate** treatment, bright dipping, and surface treatment and other related processes on parts, tools, fixtures, **molds** and dies. Responsible for preparation and

treatment of materials in chemical and electrolytic baths. Works from prints, specifications, and written or verbal instructions. Performs necessary paper and identification work and verifies work for conformance to inspection standards for the operation.

GRADE 7  
MANUFACTURING INSPECTOR

Performs inspection and testing on piece parts, sub-assemblies, and assemblies and complex parts where tolerances and quality standards are furnished using prescribed methods and procedures. Procedures may not be prescribed.

MAINTENANCE MECHANIC

Performs mechanical maintenance and repair of mechanical hydraulic pneumatic equipment associated with plant facilities, including industrial material moving equipment, snow removal equipment, trucks and automobiles, but excluding machine tools.

MECHANICAL INSPECTOR II

**Performs** inspection of complex parts and castings requiring knowledge of mathematics and trigonometry. May verify gauges by comparison with accepted standards and by measurement with precision instruments. Uses precision gauge blocks, micrometers, comparators, master gauges and similar measuring tools. Works from prescribed methods and procedures and possesses knowledge of equipment and inspection methods.

## **TECHNICIAN MANUFACTURING**

In one or more of the following areas, performs the work necessary to fabricate, repair, modify, test and diagnose faults of electronic, **electro-mechanical**, mechanical and electrical instruments, assemblies, sub-assemblies and microwave systems and assemblies. Works to instruction manuals, blueprints, wiring schematic sketches and/or verbal instructions. Must have the knowledge in the use of electronic, electrical and/or mechanical test equipment. Must be able to perform the above requirements on such instruments, systems and assemblies lacking repair instructions. May be required to assist employees in related lower grades. May be required to prepare documentation.

## **GRADE 8 OR C MILLWRIGHT CARPENTER**

Maintains and repairs buildings including roofs and factory service equipment, furniture and shelving. Constructs and repairs work benches and cabinets and partitions. Constructs concrete forms, mixes and finishes concrete and asphalt. Paints as necessary. Digs trenches and pits associated with his work.

## **HEAT TREATER**

Performs heat treating, **oxidizing**, by use of furnaces or other devices, reduction and furnace brazing of parts and sub-assemblies. Prepares parts and sub-assemblies as necessary for heat treating and brazing. Must possess a thorough knowledge of physical and chemical properties of the materials to be treated and be able to work out treatment problems for which no chart or table exists. Prepares

furnace atmosphere, responsible for documentation, charts, etc.

**WELDER**

Performs all types of welding/brazing/soldering. Work may involve close tolerances on all phases of welding. Works from prints, engineering orders and other written or verbal instructions. Procedures may not be prescribed. May be required to prepare documentation.

**GRADE 9 OR B  
ELECTRONICS INSPECTOR**

Performs inspection evaluation and evaluational troubleshooting functions for inspection purposes on electronic units and systems requiring considerable knowledge and experience in electronics, high frequency, radar theory and application. Makes his own test set-ups and methods. Completes the paperwork related to his job.

**INSTRUMENT & ACCESSORY INSPECTOR**

Performs in-process and functional inspection and testing of complex instruments or accessories or ground support equipment or tool and test equipment using set-ups of standard test equipment. Performs in-process inspection. Makes own set-ups. Methods and procedures may not be prescribed. Completes the paperwork related to his job.

**TOOL MACHINIST**

Is required to set up and operate one or more of the following machines: lathes, mills, grinders, radial and pedestal



drills, precision hole borers, **slotters**, planers, shapers. Works from prints, sketches, written and/or verbal instructions. Holds tolerances to the highest degree of accuracy compatible with his area of specialty.

#### **MECHANICAL INSPECTOR I**

Performs inspection of complex parts and castings involving the checking of compound angles and calculated dimensions requiring a knowledge of mathematics, including trigonometry. Procedure may not be prescribed. Performs first piece part inspections and patrol inspection. May be required to perform task of lower grade related to his job, including adjustments to measuring equipment.

#### **INSPECTOR NON-DESTRUCTIVE TESTING I**

Performs non-destructive testing using such inspection methods as fluorescent **penetrant** and magnetic particle inspection techniques. Maintains and charges chemical baths and solutions. Must pass periodic required governmental certification.

#### **MACHINIST**

Required to set-up and operate one or more of the following types and sizes of equipment, which is in his area of specialty such as lathes, milling machines, automatic screw machines, numerically controlled machine **centers** and grinders. Must possess the experience and skill necessary to exercise a high degree of independent judgment with minimal supervision to hold tolerances to the highest degree of accuracy compatible with his area of specialty. Control of machine performance may range from manual operation to that of automatic cycling and tape control.

Installs all tools and equipment necessary in performance of his assigned duties. Works from drawings, sketches, written and/or verbal instructions.

#### TECHNICIAN

In one or more of the following areas performs the work necessary to fabricate, repair, modify, overhaul and test and diagnose faults of complex electronic, electro-mechanical, mechanical and electrical instruments, assemblies, sub-assemblies and microwave systems and assemblies. Works to instruction manuals, blueprints, wiring schematic sketches and/or mechanical test equipment. Must be able to perform the above requirements on such instruments, systems and assemblies lacking repair instructions. May be required to assist employees in related lower grades. May be required to prepare documentation.

#### TECHNICIAN MANUFACTURING - ENGINE CONTROL

Fabricate, repair, modify, assemble, disassemble engine controls and/or systems. Test and diagnose faults of complex electronic, **electro-mechanical**, mechanical and electrical of such systems and/or engine controls. Works to instruction manuals, blueprints, schematic sketches and/or verbal instructions. **Utilizes** electronic, electric and/or mechanic test equipments. Assist employees of his classification or of lower related classifications.

## **GRADE 10 OR A TOOL CUTTER/GRINDER**

Constructs, sharpens, modifies or repairs all cutting tools related to tooling with extremely close tolerances **involving** considerable development **and** experimental work. Performs difficult operations to construct and sharpen tools with a combination of dimensions, diameters and angles inter-related to each other. Must possess the experience and skill necessary to exercise a high degree of independent **judgement**, with no supervision. Works from prints, specifications, and **sketches**(may be called upon to do them if they are not included) and other written or verbal instructions. Operates all necessary equipment required to perform his work. Occasionally, performs brazing operations.

## **ELECTRICIAN**

Installs, maintains, alters, repairs, adjusts and tests and diagnoses on electrical equipment on machine tools and factory equipment including electric trucks. Installs conduit and wiring for factory service and for installation and relocation of factory equipment. Must have a class C license.

## **INSPECTOR - TOOL ROOM**

Inspects by intricate gauging and by layout, all types of tools, including special cutting tools, dies, gauges, jigs, fixtures and checking devices. Ascertains by comparison with accepted standards and by measurement with precision instruments that there are no errors in the tools, dies, gauges, jigs, fixtures and checking devices and no deviations from specifications. Uses precision gauge blocks, micrometers, comparators, master gauges, transits and similar measuring tools. Works from blueprints or sketches,

requires a knowledge of advanced mathematics and inspection equipment and methods.

#### MACHINE REPAIRMAN

Repairs, adjusts, disassembles, reassembles, diagnoses, overhauls machines, mechanical, pneumatic and **hydraulic** equipment, scrape ways, aligns, spindles and shafts, fits bearings, repairs and adjusts clutches and cylinders, changes feed and speed control gears, etc. Install levels and aligns such machines. On occasion, performs welding and brazing operations.

#### TOOLMAKER

Plans and constructs (design may or may not be available), alters or repairs all tools, dies, jigs, fixtures and gauges to extremely close tolerances involving considerable developmental and experimental work. Lays out and performs difficult tool room operations necessitating fitting and adjusting, and where necessary, performs highly skilled machining. Must possess the experience and skill necessary to exercise a high degree of independent judgment, with no supervision, to hold tolerances to the highest degree of accuracy. Works from prints specifications and sketches and other written or verbal instructions. Operates horizontal or vertical jig borers. Occasionally, performs welding or brazing operations.

## **TEST EQUIPMENT REPAIRMAN**

Builds, installs, repairs, calibrates, troubleshoots and maintains one or more of the following: mechanical, hydraulic, pneumatic, electrical and electronic test equipment.

## **ELECTRONICS TECHNICIAN - MAINTENANCE**

Repairs, maintains and troubleshoots electric and electronic equipment associated with machine tools including tape and computer controls and other machines, optical measuring equipment, heat treat equipment and control equipment.

## **MAINTENANCE PIPEFITTER**

Fabricates, assembles, installs, alters, maintains, dismantles and welds piping and plumbing including hangers and supports. Installs and maintains plumbing fixtures. May function as Stationary Engineman when required. Must have a CC pipefitters license and a **4D** Stationary **Engine**man's license.

## **LEADHAND** (Reference Appendix **B-3**, Article **2**)

Leadhands are not prohibited from performing any of the tasks appropriate to the classifications they lead. Under direction of the foreman, they will make work assignments and follow-up on the proper performances and quality of the work assigned, orient and initiate new employees, train employees, complete paperwork related to their job, such as stock tickets and material requisitions. They shall not hire, **fire** or discipline employees or recommend such action.









# 1990

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24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5 6 7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# 1992

JANUARY							FEBRUARY							MARCH							APRIL							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	4						1	1	2	3	4	5	6	7				1	2	3	4	
		6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
26	27	28	29	30	31	23	24	25	26	27	28	29	29	30	31	26	27	28	29	30								

MAY							JUNE							JULY							AUGUST								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2			1	2	3	4	5	6				1	2	3	4						1		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22		
24	25	26	27	28	29	30	28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	23	24	25	26	27	28	29
31														30	31	30	31												

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
				1	2	3	4	5						1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12				
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19				
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26				
27	28	29	30	25	26	27	28	29	30	31	29	30	27	28	29	30	31														

# 1993

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	