

Collective Agreement

(2002 – 2005)

BETWEEN



AND

TCA

QUÉBEC

LOCAL 1849

01903 (08)

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COLLECTIVE AGREEMENT

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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 JURISDIC

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

"All hourly-paid employees as defined in the Québec Labour Code, except office employees, travelling salesmen, security guards and technical assistants in the employ of Honeywell Aérospatiale 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 Québec.

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, research and/or development work:

In the event that production equipment must be used a mutual agreement between the supervisor and the union president is required.

C) Technical problem resolution and inspection related to technical problems require a mutual agreement between the supervisor and the union president.

D) 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 (A) Should Management decide to move in whole or in part bargaining unit work, from its present establishment to another, or to close its present establishment, it shall advise the Union in writing of its intention. This notice must be at least six (6) months in advance for a partial move and at least six (6) months in case of a total move or closure. Any employee having acquired seniority rights and who is displaced from his employment because of such a partial or total move or closure shall have a priority right to his employment or another similar or equivalent employment for which he is qualified if the company moves to a new establishment. If the new establishment should eventually replace totally the present establishment, Management and the Union may provide, by mutual agreement, that the above mentioned priority right be exercised in inverse seniority taking into account also the employees' qualifications.

2.04 (B) A termination allowance due to a closure or partial closure. In case of closure all employees governed by the present collective agreement and having completed one (1) year of service in the present collective agreement will be entitled to a termination allowance due to such closure. The allowance will be one (1) week per year of service (minimum four (4) weeks) not exceeding twenty-six (26) weeks excluding the indemnity provided in the "Normes du travail".

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 decide 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 Québec 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 establishments; 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, her pregnancy, political opinions, mother tongue or of his ethnic origins, of his social condition, of his sexual orientation, or his disability. This in conformity with the Charter of Rights & Freedom, if applicable.

4.02 It is understood that whenever the masculine gender is used in this Agreement, it shall include the female gender. The use of the masculine gender is only to alleviate the text and to facilitate its reading.

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 seven (7) will represent employees of the day shift and one (1) the employees of the evening shift. When a night shift will be in effect, one (1) steward will be added to represent the employees of the night shift.

The members of the Union Plant Committee and the seven (7) 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:

<u>Number of employees</u>	<u>Total number of hours allowed per week</u>
50 to 150	75
151 to 350	105
351 to 500	115

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

The total number of allowed hours per week as shown in the above table is cumulative per contractual year.

The president of the Union Plant Committee will be authorized to exercise his functions plant wide, 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 fulfil 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.

4) Reasonable periods of time spent by the Union Committee attending collective agreement negotiations with the Company representatives, the conciliator and all other meetings involving collective agreement renewal.

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 Québec 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 Québec 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 employment, 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 griever 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 (3rd) 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 (3rd) 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 here above 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 arbitrators, 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 Québec 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 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 griever 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 Québec 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 considered 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 Any employee of the Company transferred to AlliedSignal in Montreal to become a member of the bargaining unit, local 1849 will not benefit from any previous seniority rights. However, this employee shall benefit from company recognized service and shall be enrolled in all benefits as specified in the collective agreement, notwithstanding the seniority clauses in Appendices C and D. At no time will these benefits be superior to those of the bargaining unit. Furthermore, this employee is not subject to the application of Article 9.02 and his seniority will begin as of his first day of employment in the bargaining unit.

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 reasonable 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 five (5) consecutive working days; Sundays, Saturdays and General Holidays do not hinder the calculation of the five (5) 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 duration 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 employer 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 twenty (20) working days, with training and during working hours, the time allowed can be extended by mutual agreement of the parties.

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 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 twenty (20) working days with training and during working hours, the time allowed can be extended by mutual agreement of the parties.

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 two (2) working days (48 hours) 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 or displaced 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.

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.

When an employee is temporarily or permanently disabled which prevents him from performing in whole or in part in his classification, such employee shall be able to do work in another appropriate classification or in his classification modified upon instructions from his treating physician and only for the duration of his disability. In such a case, the parties, after mutual agreement, may depart from the seniority rules. However, it is understood that such employee cannot replace an employee having 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 maintained on the recall list for a period equal to their acquired seniority rights at the time of their 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 or to work 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 twenty (20) working days with

training and during working hours, the time allowed can be extended **by** mutual agreement of the parties.

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 rights, 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* twenty (20) working days with training and during working hours, the time allowed can be extended by mutual agreement of the parties.

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 five (5) 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 (1) copy 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 employees 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 re-posted 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 has (have) applied for the position who has (have) 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 offence 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 working hours. The Union, on its part, shall cooperate in the promotion of good safety and health practices among bargaining unit employees. Furthermore, at work, employees shall take all necessary measures to protect their Health and Safety as well as that of others.

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 safety glasses to conform to the above-mentioned stipulation, the Company will reimburse the cost normally once every twenty four (24) months if such glasses have already been approved by the joint Safety and Health Committee and that such glasses are medically required due to deterioration of the eyesight. Furthermore, the Company shall reimburse the cost of the eye exam required for such glasses, if required, up to fifty (\$50) dollars, once every twenty-four (24) months.

Should an employee accidentally damage or break his prescription safety glasses 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 of 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 fulfil their obligations as defined in this article. These eighteen (18) hours per week are cumulative per contractual year.

These hours are not included in the total hours provided for Union representatives by virtue of paragraph 5.03 of this agreement. Furthermore, each of the three (3) representatives will be allotted sixteen (16) hours at their regular rate of pay, per calendar year to attend meetings of the Association Sectorielle. If there is mutual agreement beforehand between the Company and the Union, the Company shall remunerate the safety representatives for the time spent at Health and Safety courses given by the Union (maximum eight (8) hours per day as per their regular work schedule).

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; ⁽¹¹⁾ 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 his health or safety, he must immediately advise his supervisor, employer or an employer representative. If the situation is not corrected and the employee refuses to perform the work the supervisor 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 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.

11.09 Effective March 5, 2002, following a demand for CSST benefits and during the waiting period for a CSST decision; short term disability benefit shall be paid. The insured must however satisfy the short term disability conditions and payments cannot exceed the maximum period specified in the short term disability insurance protection. In the event that CSST benefits are made to the insured, he must reimburse any short term disability benefit payments received.

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 (3rd) 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-3" attached hereto and forming part hereof.

13.02 Each employee shall be paid the rate of pay provided for his classification in Appendix "B-3".

13.03 Employees are paid by direct bank deposit every Friday during regular working hours. All employees receive an estimate equivalent to 40 hours worked every Friday, plus or minus all hours worked during the previous week if applicable without exception. Furthermore, employees receive their Pay Advice during regular working hours the day preceding the direct bank

deposit date which is Thursday. Whenever a bank holiday falls on Friday then the direct bank deposit shall be Thursday and the Pay Advice shall be distributed the same day. 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. Payment of overtime hours worked during a said pay period shall be paid in the following pay period.

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 (3rd) 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, 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 layoffs 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) whenever possible, the Company shall endeavour to proceed with Temporary Transfers on a voluntary basis. However, if there are no volunteers it shall proceed in reverse order of seniority.

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 March 11, 2002 the \$1.14 (one dollar fourteen cents) cost-of-living allowance which was in effect since November 3, 2001, 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 (1992 = 100) (all items, all of Canada) published by Statistics Canada and hereinafter 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 January 2002, 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 and 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 January 2002.

14.03 Determination of Allowance:

Payment of the cost-of-living allowance will begin May 6, 2002. The allowance will be adjusted by one cent (\$0.01) per seventy-three thousandth (0.073) point change on the Statistics Canada Consumer Price Index (all items, all of Canada) (1992=100) by which the Index exceeds the average of October, November et December 2001. Adjustments of the cost-of-living allowance shall be made quarterly. The effective date of adjustment is the first pay period of May 2002 and at three (3) calendar month intervals thereafter to the first pay period in February 2005.

During the current collective agreement the cost of living **adjustments** will be effective on the following dates and will be calculated according to the consumer price index for the following months

Based upon	Effective date of Adjustment
Consumer Price Index	

January, February, March 2002	May 2002
April, May, June 2002	August 2002
July, August, September 2002	November 2002
October, November, December 2002	February 2003

January, February, March 2003	May 2003
April, May, June 2003	August 2003
July, August, September 2003	November 2003
October, November, December 2003	February 2004

January, February, March 2004	May 2004
April, May, June 2004	August 2004
July, August, September 2004	November 2004
October, November, December 2004	February 2005

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.

January 2002	116.2
February 2002	116.9
March 2002	<u>117.7</u>
Average 3 months	116.933

B) Effective May 6, 2002 and for any period thereafter, as provided for 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 (1992 = 100)		Cost-of-Living Allowance
	116.200	\$.00
116.201	116.273	\$ 0.01
116.274	116.346	\$ 0.02
116.347	116.419	\$ 0.03
116.420	116.492	\$ 0.04
116.493	116.565	\$ 0.05
116.566	116.638	\$ 0.06
116.639	116.711	\$ 0.07
116.712	116.784	\$ 0.08
116.785	116.857	\$ 0.09

and so forth with a one cent (\$0.01) adjustment for each seventy third thousandth (0.073) 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 A) 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.

B) The Cost of living allowance will be incorporated to the indemnity calculation for short term disability effective on January 1, 2003.

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

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 as 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	Time	Time paid
1 minute= 1/25	Subtracted	
1 minute	1.25 minute	480 minutes - 1.25 = 478.75 minutes
2 minutes	2.50 minutes	480 minutes - 2.50 = 477.50 minutes
3 minutes	3.75 minutes	480 minutes - 3.75 = 476.25 minutes

and so forth up to a maximum of four hundred and eighty (480) minutes.

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 or night shift shall receive in addition to his regular rate, a shift premium equal to four percent (4%) 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 ($1\frac{1}{2}$), 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 ($1\frac{1}{2}$), 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) Vacation hours and PAAC hours will be recognized as time worked during a twenty-four (24) hour* period.

B) 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.

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

* Conditional to modifications to the pay system.

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 distribute overtime work as equitably as possible among employees who normally perform the required work.

A) Each day, the available overtime work shall be attributed to the relevant employees who wish to work overtime, starting with the employee who has the least accumulated overtime hours in a given month (Accumulated overtime hours mean hours worked as well as hours refused by the employee).

B) In the event that differentials of more than sixteen (16) hours would occur, among employees who normally perform the required work, the differentials will be corrected during the following month.

C) 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. A *copy* of this file shall be handed over to the Union, upon request.

D) When overtime **is** required, employees shall be notified as soon as possible 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 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.

15.11 In case of work stoppage due to a major equipment breakdown or to an Act of God; any employee who reports to work at his regular starting time on his scheduled work day and who has not been previously notified to the contrary and for whom there is no work available at the time of the work stoppage, will be paid as follows: the greater of the two following amounts: four (4) hours at his applicable hourly rate or the actual number of hours at work, including the cost-of-living allowance in force.

15.12 Any employee having left the premises of the Company and who is recalled to work in order to perform work outside of his regular schedule will 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 will apply in the case of an employee called to work on a Saturday, a 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:

	2002	2003**	2004	2005
New Year's Day		1 January	1 January	1 January
Day after New Year		2 January	2 January	2 January
Good Friday	29 March	18 April	9 April	
Easter Monday	1 April	21 April"	12 April	
Victoria Day	20 May	19 May	24 May	
Quebec National Holiday	24 June	24 June	24 June	
Canada Day	1 July	1 July	1 July	
Labour Day	2 September	1 September	6 September	
Thanksgiving	14 October	13 October	11 October	
Christmas Eve	24 December	24 December	24 December	
Christmas Day	25 December	25 December	Saturday	
Christmas Break	26 December	26 December	Sunday	
Christmas Break	27 December	Saturday	27 December	
Christmas Break	Saturday	Sunday	28 December	
Christmas Break	Sunday	29 December	29 December	
Christmas Break	30 December	30 December	30 December	
Christmas Break	31 December	31 December	31 December	

** If accepted by the union members, Monday, April 21, 2003 will be displaced to January 3, 2003.

16.02 Except for the Québec National Holiday which is 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 or 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, during the week in which the holiday is observed or during the following week;

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 mentioned holidays 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 1 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 three (3) 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 three (3) years of service, but less than ten (10) years as of May 1st, of the current year shall be entitled to three (3) weeks of paid vacation per year. An employee who completes three (3) 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 ten (10) years of service, 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 ten (10) years of service during the current year, 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. However, an employee who has chosen a given period because of his seniority will be able to change the period, except if the requested period affects another employee who has already chosen the same period.

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 additional week of vacation, may take such week in the twelve (12) months following such date.

17.10 Employees who take their vacation during the shutdown period as mentioned in article 17.07, will receive their vacation pay at least five (5) working days prior to the shutdown. Vacation pay will be on a different direct deposit than his regular pay. An employee who wishes to receive his vacation pay before his departure must complete a form to this effect and submit it to the Company fifteen (15) working days prior to his departure unless he wishes to receive his vacation pay by continuous direct deposit.

An employee must receive his vacation pay prior to his departure for vacation for the time period that he is taking provided that it is for five (5) working days or more. Vacation pay will be on a different direct deposit than his regular pay. An employee who wishes to receive his vacation pay before his departure must complete a form to this effect and submit it to the Company ten (10) working days prior to his departure

unless he wishes to receive his vacation pay by continuous direct deposit

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.

Furthermore, an employee who so requests may be granted a sabbatical of up to twelve (12) months with reserve to a mutual written agreement between the Company and the Union.

Any employee on personal leave of absence or sabbatical 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 presentation 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 certificates, 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 benefits and seniority. The said leave begins at the end of the sixth (6th) month of pregnancy and ends 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.

At the end of this leave, the employee will be reinstated in her regular position with the same benefits including the salary to which she would have been entitled to if she had remained at work.

If, upon her return, the regular position no longer exists, the Company will recognize all the employee's rights and privileges that she would have benefited from at the moment the position was abolished as if she had remained at work.

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 Québec 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;
child or step-child of the employee and/or current spouse
of his father or mother or step parent
of a brother or step-brother
of a sister or step-sister

Management will grant the employee a leave of absence of five (5) regularly scheduled working days, consecutive or not, (excluding Saturdays and Sundays) without loss of pay on a basis of eight (8) hours per day.

In case of death:

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;
of a grand-son or grand-daughter,

Management will grant the employee a leave of absence of three (3) regularly scheduled working days, consecutive or not, (excluding Saturdays 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

a) An employee may be absent from work during five (5) working days of which two (2) are without loss of pay and three (3) with no pay at the birth or adoption of a child. This absence can be fractioned within a fifteen (15) day period following the arrival of the child at home.

b) An employee may be absent from work for one (1) day without reduction of wages, on his wedding day. 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 eighty (80) kilometers 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:

<u>Kilometers between Plants</u>	<u>Single Employee</u>	<u>Married Employee</u>
81 – 160	500.\$	1,125.\$
161 - 485	560	1,240
485 - 809	605	1,300.
810 – 1 619	735	1,535
1620 - 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

Management will maintain in effect for the duration of the present collective agreement for all employees covered by said agreement the group insurance plan which forms an integral part of the collective agreement and which is attached hereto in Appendix "D".

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.

It is understood by the parties, that in no case will an employee, his or her spouse or his or her dependent persons, be able to receive more than one hundred (100%) percent of the total value of eligible expenses, material, services or care claimed.

All coverage listed in Appendix "D" cannot be reduced during the present collective agreement. The Company will deliver to the Union a copy of the policy in force, within thirty (30) days of the signing of the agreement or the renewal of the insurance policy.

Any coverage offered by a government plan or an Act in force as at March 4, 1996 which is not provided for in Appendix "D" and which would cease to be in force will be negotiable.

20.03 Supplementary Pension Plan

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

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. 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 post such list in the plant excluding rate of pay, every month.

Management shall also provide the Union on the same dates and at the same interval as here above 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 (A) Management shall provide the Union with a copy of all notices posted by it for the employees.

(B) The Company shall inform the Union Plant Committee President or his replacement of meetings or notices that could have a significant impact and/or of mutual interest in order to maintain good working relations. Regarding departmental meetings, the management shall inform the sector steward of meetings that could have significant impact and/or of mutual interest in order to maintain good working relations in the department.

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)
545 Crémazie east, 15th floor
Montréal (Quebec)
H2M 2V1

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: any person of same or opposite sex;
 - A) who are married and live together; or
 - B) who live together as husband and wife, who have had a child together and are publicly known as spouses;

C) have lived together as husband and wife for at least one (1) year

2) Dependent child: an employee's child, of his/her spouse or both, not married, wholly dependent upon the employee and who meets 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 (1) 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, 2002, and will so remain until March 4, 2005, 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 Québec 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

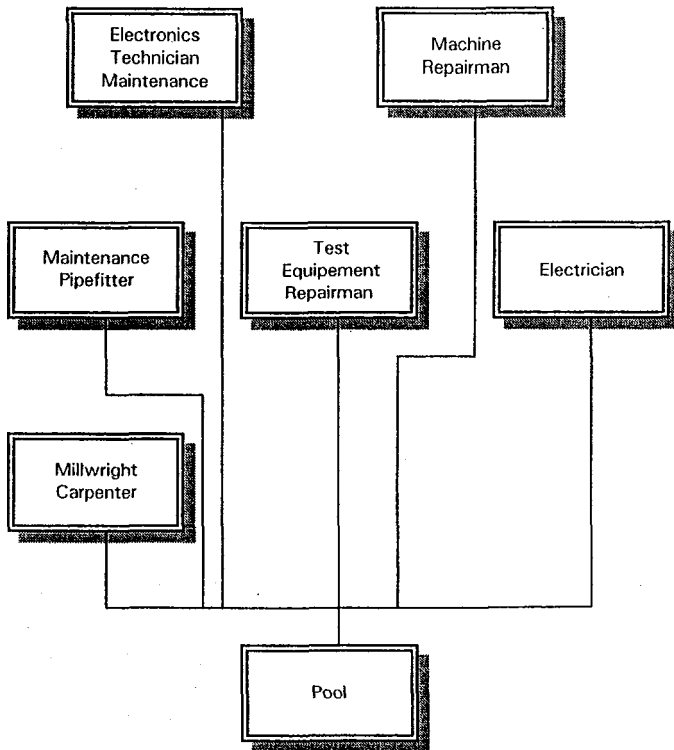
IN WITNESS WHEREOF, both parties, have signed, the French version of this Agreement, through their duly authorized representatives on the July 9, 2002.

APPENDIX A
SENIORITY GROUP

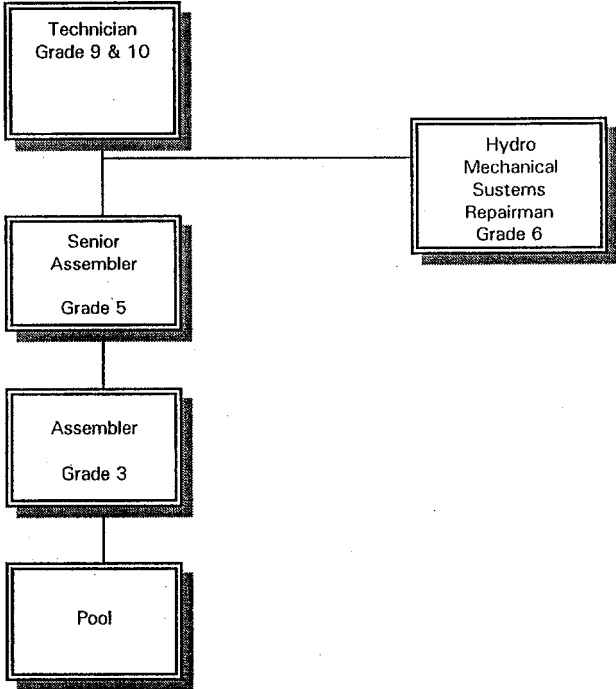
Seniority Group – I

PLANT SERVICE AND MAINTENANCE

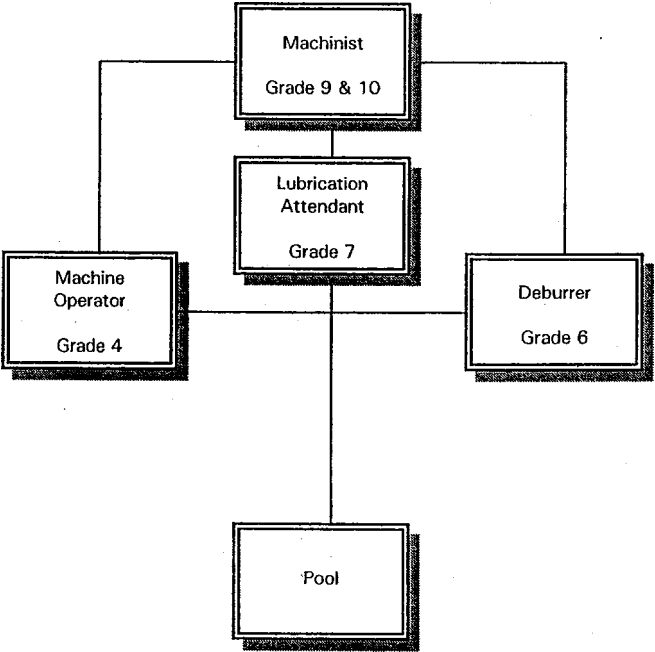
SKILLED TRADES



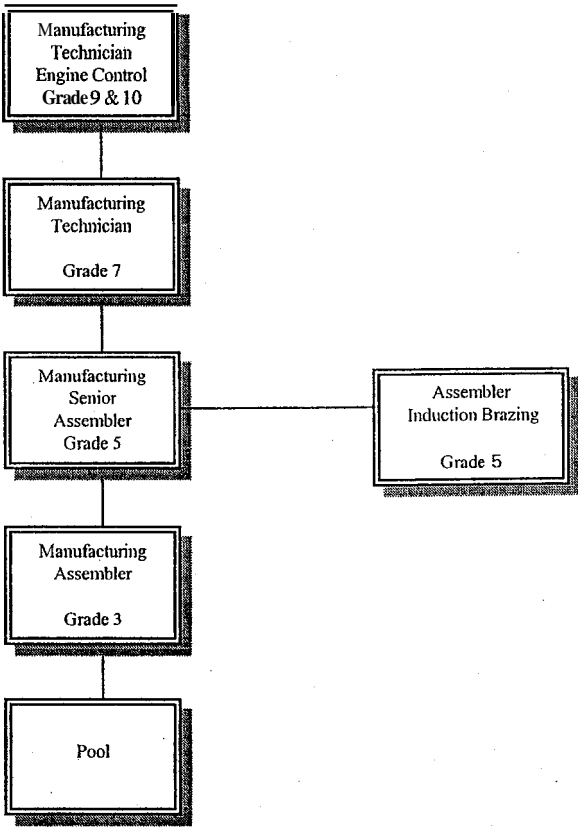
Seniority Group -- 2
REPAIR AND OVERHAUL SHOPS



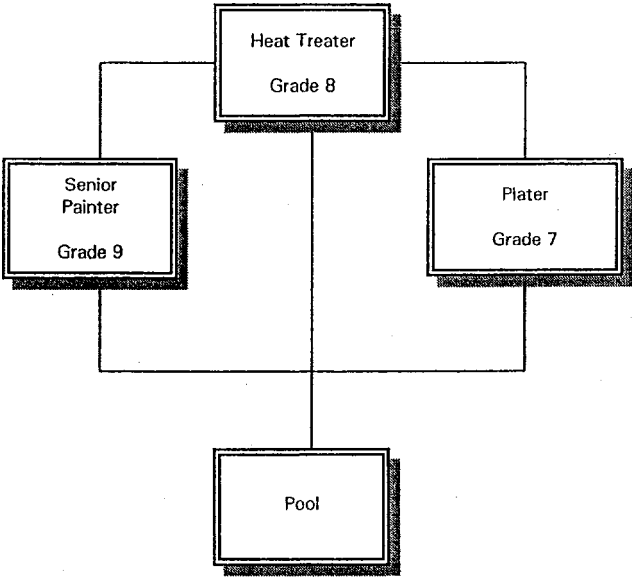
Seniority Group – 3
TOOL ROOM – FABRICATION –
OVERHAUL



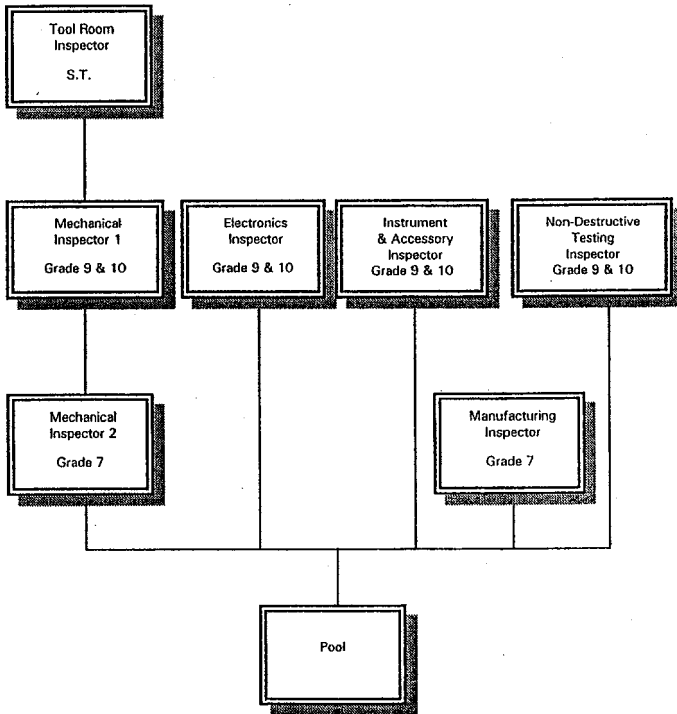
Seniority Group – 4
Manufacturing Assembly



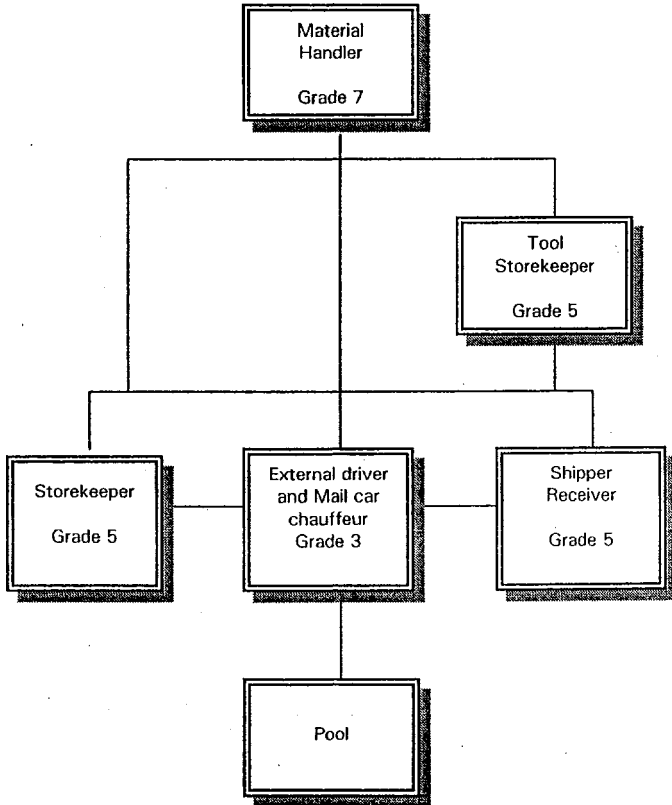
Seniority Group – 5



Seniority Group – 6 INSPECTION



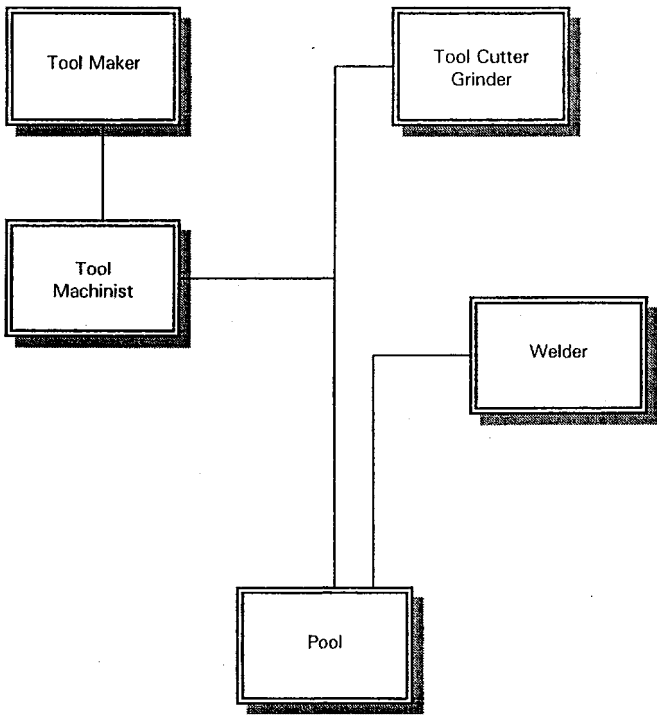
Seniority Group – 7



Seniority Group – 8 GENERAL

- General Maintenance**
- Inspector**
- Janitor**

Skilled Trades Group



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 Québec 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 recognized 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

Period of Formation	Salary Scale
Start	- 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
36 months	- Maximum rate of grade 8
42 months	- Next higher rate of grade 9
48 months	- Maximum rate of grade 9
54 months	- Next higher rate of grade 10
60 months	- Maximum rate of grade 10

Classifications

- Grade 3 Assembler
Manufacturing Assembler
- Grade 4 Machine Operator
- Grade 5 Assembler (Senior) Manufacturing
Assembler Induction Brazing
Assembler (Senior)
Shipper / Receiver
Storekeeper
Tool Storekeeper
- Grade 6 Deburrer
Mecano-Hydraulic Repairman
- Grade 7 Manufacturing Inspector
Lubrication Attendant
Technician Manufacturing
Mechanical Inspector II
Material Handler
Plater
- Grade 8 Heat-Treater
- Grade 9 Painter (Senior)

It is understood that this function is not eligible to the memorandum of agreement regarding the promotion of Technician function to grade 10.

Grade 9 Technician

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

Grade 10 (after 42 months of service in Grade 9)

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

Skilled Trades

Machine Repairman
Electronics Technician (Maintenance)
Toolmaker
Electrician
Tool & Cutter Grinder
Maintenance Pipefitter
Inspector - Tool Room
Test Equipment Repairman
Tool Machinist
Welder
Millwright Carpenter

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

<u>LABOUR GRADE 1</u>	Janitor General Maintenance
<u>LABOUR GRADE 2</u>	Inspector
<u>LABOUR GRADE 3</u>	External Driver Assembler Assembler Manufacturing Mail Car Chauffeur
<u>LABOUR GRADE 4</u>	Machine Operator
<u>LABOUR GRADE 5</u>	Assembler(Senior) Manufacturing Assembler Induction Brazing Assembler (Senior) Tool Storekeeper Shipper / Receiver Storekeeper
<u>LABOUR GRADE 6</u>	Deburrer Mecano-Hydraulic Repairman
<u>LABOUR GRADE 7</u>	Plater Manufacturing Inspector Lubrication Attendant Technician Manufacturing Mechanical Inspector II Material Handler
<u>LABOUR GRADE 8</u>	Heat Treater

LABOUR GRADE 9 Painter (Senior)

It is understood that this function is not eligible to the memorandum of agreement regarding the promotion of Technician function to grade 10.

LABOUR GRADE 9

Electronics inspector
Instrument & Accessory
inspector
Mechanical Inspector I
inspector Non-Destructive Testing
Machinist
Technician
Manufacturing Technician Engine
Control

LABOUR GRADE 10

(after 42 months of service in Grade 9)

Electronics inspector
Instrument & Accessory
Inspector
Mechanical Inspector I
Inspector Non-Destructive Testing
Machinist
Technician
Manufacturing Technician Engine
Control

SKILLED TRADES

Millwright Carpenter
Welder
Tool Machinist
Inspector - Tool Room
Machine Repairman
Toolmaker
Electronics Technician
(Maintenance)
Electrician
Test Equipment Repairman
Tool and Cutter Grinder
Maintenance Pipefitter

LEADHANDS

PAY PROVISIONS

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

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 of 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 paid 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 transferred to a lower rate classification shall be paid at 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 of the lower-rated job classification he shall be paid 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 and shall receive the maximum rate of the classification after the three (3) month probationary period, this probationary period may be extended by mutual agreement between Management and the Union.

I) All employees having attained forty-two (42) months of service at Grade 9 will be increased to Grade 10.

2. LEADHANDS

Lead Hands will receive a premium of seventy-five (0.75\$) 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 assignment is at least of a total duration of one (1) hour in the same day.

WAGE RATE
EFFECTIVE MARCH 5, 2002

General Increase 0,45\$

Grade	Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths	42 mths
1	14,65\$	15,40\$	16,15\$	16,90\$	17,65\$	18,40\$	19,15\$	19,90\$
2	14,86\$	15,61\$	16,36\$	17,11\$	17,86\$	18,61\$	19,36\$	20,11\$
3	15,16\$	15,91\$	16,66\$	17,41\$	18,16\$	18,91\$	19,66\$	20,41\$
4	15,80\$	16,55\$	17,30\$	18,05\$	18,80\$	19,55\$	20,30\$	21,05\$
5	16,13\$	16,88\$	17,63\$	18,49\$	19,13\$	19,88\$	20,63\$	21,38\$
6	16,64\$	17,39\$	18,14\$	18,89\$	19,64\$	20,39\$	21,14\$	21,89\$
7	16,88\$	17,63\$	18,38\$	19,13\$	19,88\$	20,63\$	21,38\$	22,13\$
8	17,51\$	18,26\$	19,01\$	19,76\$	20,51\$	21,26\$	22,01\$	22,76\$
9	18,73\$	19,48\$	20,23\$	20,98\$	21,73\$	22,48\$	23,23\$	23,98\$
10	19,22\$	19,97\$	20,72\$	21,47\$	22,22\$	22,97\$	23,72\$	24,47\$

**WAGE RATE
AS OF MARCH 3, 2003**

General increase 0,45\$

Grade	Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths	42 mths
1	15,10\$	15,85\$	16,60\$	17,35\$	18,10\$	18,85\$	19,60\$	20,35\$
2	15,31\$	16,06\$	16,81\$	17,56\$	18,31\$	19,06\$	19,81\$	20,56\$
3	15,61\$	16,36\$	17,11\$	17,86\$	18,61\$	19,36\$	20,11\$	20,86\$
4	16,25\$	17,00\$	17,75\$	18,50\$	19,25\$	20,00\$	20,75\$	21,50\$
5	16,58\$	17,33\$	18,08\$	18,94\$	19,58\$	20,33\$	21,08\$	21,83\$
6	17,09\$	17,84\$	18,59\$	19,34\$	20,09\$	20,84\$	21,59\$	22,34\$
7	17,33\$	18,08\$	18,83\$	19,58\$	20,33\$	21,08\$	21,83\$	22,58\$
8	17,96\$	18,71\$	19,46\$	20,21\$	20,96\$	21,71\$	22,46\$	23,21\$
9	19,18\$	19,93\$	20,68\$	21,43\$	22,18\$	22,93\$	23,68\$	24,43\$
10	19,67\$	20,42\$	21,17\$	21,47\$	22,68\$	23,42\$	24,17\$	24,92\$

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**WAGE RATE
AS OF MARCH 8, 2004**

General Increase 0,45\$

GRADE	Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths	42 mths
1	15,55\$	16,30\$	17,05\$	17,80\$	18,55\$	19,30\$	20,05\$	20,80\$
2	15,76\$	16,51\$	17,26\$	18,01\$	18,76\$	19,51\$	20,26\$	21,01\$
3	16,06\$	16,81\$	17,56\$	18,31\$	19,06\$	19,81\$	20,56\$	21,31\$
4	16,70\$	17,45\$	18,20\$	18,95\$	19,70\$	20,4\$	21,20\$	21,95\$
5	17,03\$	17,78\$	18,53\$	19,39\$	20,03\$	20,78\$	21,53\$	22,28\$
6	17,54\$	18,29\$	19,04\$	19,79\$	20,54\$	21,29\$	22,04\$	22,79\$
7	17,78\$	18,53\$	19,28\$	20,03\$	20,78\$	21,53\$	22,28\$	23,03\$
8	18,41\$	19,16\$	19,91\$	20,66\$	21,41\$	22,16\$	22,91\$	23,66\$
9	19,63\$	20,38\$	21,13\$	21,88\$	22,63\$	23,38\$	24,13\$	24,88\$
10	20,12\$	20,87\$	21,62\$	22,37\$	23,12\$	23,87\$	24,62\$	25,37\$

WAGE RATE – SKILLED TRADES

AS OF MARCH 5, 2002

General Increase 0,45\$ plus additional amount of 0,25\$

Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
21,38\$	22,13\$	22,88\$	23,63\$	24,38\$	25,13\$	25,88\$

AS OF MARCH 3, 2003

Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
21,83\$	22,58\$	23,33\$	24,08\$	24,83\$	25,58\$	26,33\$

Start	6 mths	12 mths	18 mths	24 mths	30 mths	36 mths
22,28\$	23,03\$	23,78\$	24,53\$	25,28\$	26,03\$	26,78\$

APPENDIX C
PAID ABSENCE ALLOWANCE

APPENDIX C
PAID ABSENCE ALLOWANCE

1. Commencing January 1st, 2002 and each year thereafter, an employee who has at least one (1) year of seniority and who has worked at least twenty-six (26) pay periods in the previous calendar year shall be credited with forty-eight (48) hours of Paid Absence Allowance Credit in his bank as of the first pay period in January.

2. In the case of an employee who has less than one (1) year of seniority and has worked less than twenty-six (26) pay periods in the previous calendar year shall receive a Paid Absence Allowance Credit in accordance with the following table

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 during which an employee has worked in the previous calendar year, 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 January 1st date on which the Absence Allowance is credited to him, for not less than one (1) continuous hour. The credits may be used by an employee when he 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. An employee who does not use his entire Paid Absence Allowance Credit during the twelve (12) month period following January 1st shall receive with the last pay period in December an amount equal to the unused portion of his Paid Absence Allowance Credit at one and a half times the current wage rate.

5. 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.

APPENDIX D
GROUP INSURANCE PLAN

SECTION I – HEALTH INSURANCE FOR
EMPLOYEES AND DEPENDENTS, AND 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 - semi private paid at one hundred (100%) percent. 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 paid at one hundred (100%) percent.
- Ambulance fees - up to five hundred dollars (\$500.00) per contractual year.
- X-Ray, laboratory, scanner, echography and ultrasound - up to seven hundred dollars (\$700.00) per contractual year.
- Services of a psychologist or of a psychoanalyst who are members of their pertinent Professional Corporation, if such services are medically necessary and prescribed. A maximum benefit of one thousand five hundred (\$ 1,500) dollars per year per practitioner.

- Services of an osteologist, osteopath, speech therapist, occupational therapist or audiologist on condition that it be prescribed by the attending physician. Maximum benefit of one thousand five hundred (\$1,500) dollars per year for the speech therapist.
- 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. Maximum benefit of five thousand (\$5,000) dollars in any thirty-six (36) months period.
- Services of a chiropractor, an acupuncturist, a dietician and naturopath. Maximum benefit of one thousand three hundred (\$1,300) dollars per year.
- Services of podiatrist. Maximum benefit of five hundred (\$500) dollars per year.

- Lenses, frames, contact lenses and laser vision, eye examination. Maximum of two hundred twenty-five (\$225) dollars every twenty-four (24) months.
- Vaccine fees.

B -- Major Medical

Maximum lifetime amount is fifty thousand dollars (\$50,000.00) per person. Effective January 1st of every year, a maximum amount of one thousand dollars (\$1,000.00) is automatically restored. The Company might, if appropriate, consider raising the maximum lifetime amount to fifty thousand (\$50,000.00) dollars in certain cases deemed extreme.

The plan pays ninety (90%) percent 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 and to the extent that they are not paid or provided under provincial or federal law as they existed as of January 1, 1996 (unless they are covered under the group insurance plan stated in appendix D as of March 4, 1996). This does not change the fundamental basis of the plan.

1) Services of a physician 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 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.

4) Use of hospital facilities including in-patient room and board for:

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

b) Chronic or convalescent care in a chronic care unit 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 for a semi-private room paid at one hundred (100%) percent, for employees actively at work after the signature of this agreement and provided further that eligible expenses are limited to one hundred and eighty (180) days during any one (1) period of disability.

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

6) Out-patient expenses (except in a private clinic) in excess of basic coverage.

7) Emergency transportation beyond the immediate 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) trip to and one (1) trip from the hospital for one (1) period of confinement.

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

a) Casts, 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 tents or respirators 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) prescription eyeglasses, spectacle frames and safety glasses;

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

- 11) hearing aids;
- IV) dental prosthetic appliances.

g) Other surgical supplies, aids and appliances to replace physical organs or body 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, catheters, reflectometers. A minimum if more than three (3) injections per day (if prescribed by an endocrinologist).

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

10) Services of an ophthalmologist for eye examination for medical purposes.

11) Injected drugs (only for inesthetical varicose veins).

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 (\$ 1,000.00) 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 (\$ 1,000.00) of benefits if satisfactory medical evidence is furnished to the carrier.

No amount will be paid for care, services or supplies:

- that may be obtained as a benefit under any governmental plan or law (unless they are covered under the group insurance plan stated in appendix D as of March 4, 1996) ;
- required as a result of war, whether declared or not;
- required as a result of insurrection, rebellion or participation in a riot or civil commotion;
- required as a result of purposely self-inflicted injury; or
- required as a result of the covered person's commission of, or attempt to commit, an assault or a criminal offense.

C - Continuation of Supplemental Hospital Expenses Benefits and Major Medical during lay off

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 their 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 reasons, on or after January 1st, 1981, and who have one (1) year of 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).

D - Travel Insurance

Expenses incurred while the insured is travelling or on holidays outside of his province of residence, on the condition that a part of the expenses are covered by the insured's provincial health insurance plan, for:

- Reasonable and usual fees, in the area where they are incurred, in excess of the amount payable by the insured's provincial health insurance plan, for the services of a licensed physician (M.D.), except for routine obstetrical care;
- Out-patient medical care;

- Maximum per person of one million dollars (\$1,000,000);
- Travel insurance coverage ceases after a maximum stay of sixty (60) days outside of the insured person's province of residence.

Your coverage

Your Maritime Life travel coverage has four main components:

- Medical Assistance Services
- Emergency Medical Care
 - Emergency Hospital Inpatient Services
 - Emergency Hospital Outpatient Services
 - Emergency Evacuation
- Transportation Services
- Personal Assistance and Legal Services

Your coverage in detail

Medical Assistance Services

- WA (Worldwide Assistance Services, Inc.) will help you or a covered member locate a doctor or medical facility. One of the WA designated physicians will contact the attending physician or medical facility to determine if you are receiving adequate care. WA will monitor your medical condition and maintain contact with you or a member of your family.
- WA will contact Maritime Life for proof of coverage. WA will then advise the provider of service to submit claims directly to them. In this way, you will not be required to cover the cost of any eligible emergency medical expenses (if estimated to be

over two hundred (\$200) dollars Cdn.) incurred while travelling. If, for any reason, WA is not able to reach Maritime Life to confirm coverage, they will advance funds to the health care provider, if necessary, to guarantee coverage (up to five thousand (\$5,000) dollars Cdn.).

- If you or a family member must remain at the bedside of a covered member who requires emergency hospitalization for at least five days, reimbursement of room and board expenses will be covered to a maximum of one hundred fifty (\$150) dollars Cdn. per day for up to five (5) days (subject to prior approval by WA).

Emergency Medical Care

Note: If you have a medical emergency and require hospital services, you must contact WA to ensure that expenses incurred during your treatment are fully covered. Should you decide not to contact WA, you will be responsible for paying any required deposits and/or expenses incurred. In this situation, you must keep all your receipts for submission to your Provincial Health Insurance Plan and Maritime Life upon your return.

Emergency Medical Care is defined as a sudden, urgent, unforeseen situation requiring immediate medical attention.

Eligible expenses incurred for Out-of Province Emergency Medical Care of a covered member, will be fully reimbursed up to the Lifetime Maximum outlined in your Group Benefits Booklet or Contract.

Coverage includes:

Emergency Hospital Inpatient Services

- Room and board expenses in excess of the ward rate under your Provincial Health Insurance Plan up to the Hospital Room and Board Limit as listed in your Group Benefits Booklet or Contract (e.g. semi-private in Canada, average semi-private outside Canada). The maximum covered hospital stay is fourteen (14) days unless the WA designated physician certifies the patient cannot be moved back to his/her home province;
- Physician's fees and services of a registered nurse;
- Laboratory tests and treatments (e.g. blood, blood products), x-rays, prescription drugs, medical equipment, medical supplies and medical appliances;
- **Inpatient** therapy, if required
- Emergency dental treatment required as a result of an accident.

Emergency Hospital Outpatient Services

- Physician's fees and services of a registered nurse;
- Laboratory tests and treatments (e.g. blood, blood products), x-rays, prescription drugs, medical equipment, medical supplies and medical appliances;
- Physiotherapy and/or other paramedical services (if covered under your health care benefit), if required, **as** a result of an outpatient emergency.

Emergency Evacuation

- Medically supervised transportation services (including rail or air ambulance) will be arranged if the WA designated physician and the local attending physician determine that it's necessary to transport the covered member to a different hospital or treatment facility, either in the province or country where the accident occurred, or to their home province.

Transportation Services

Before incurring any expenses for Transportation Services, you must call WA for prior approval.

- Once a decision has been made to transport a covered member to another treatment facility, WA will arrange the return home of a travelling companion provided s/he is also covered under the plan and provided their travel ticket was forfeited as a result of the delay caused by the medical emergency.
- If you or a covered member travelling alone are hospitalized and if your hospitalization leaves dependent children under age twenty-one (21) (students under age twenty-five (25) or disabled children) unattended, WA will arrange for the return home of your children. This may include a qualified escort to accompany the children.
- If you or a covered member travelling alone must be hospitalized for more than seven (7) consecutive days, WA will provide round-trip economy class

transportation for one immediate family member to be with the hospitalized individual.

- If your car is left behind in the event of your illness, injury or death and no alternative driver is available, **WA** will arrange to have the vehicle returned to your home province or to the rental agency (up to five hundred (\$500)dollars Cdn.).
- In the event of the death of a covered member, **WA** will arrange for all necessary government authorizations, and pay for a suitable container and the return of the remains to the original point of departure in Canada (up to five thousand (\$5,000) dollars Cdn).

Personal and Legal **Services**

- **WA** will make new reservations for airlines, hotels, and other travel services in the event that an emergency requires a covered member to return home sooner than expected.
- **WA** will advance up to two hundred fifty (\$250) dollars Cdn. in emergency funds to covered members with satisfactory guarantee of reimbursement.
- Your coverage provides for interpretation services if you don't speak the language to help you deal with local medical, legal and government authorities.
- **WA** will assist you in your dealings with local police authorities to ease confusion with lost or stolen luggage or documents. They will also assist in locating lost or stolen items.

- WA will help you obtain legal assistance in the event of a car accident, traffic violation or civil offence. WA will also help you secure and post bail bonds from funds forwarded by your family or representatives in Canada if permitted by local law. The decision to retain a particular lawyer and any associated expenses will be your responsibility.
- WA will transmit an urgent message at your request to your home or business or other location. WA will also hold messages for you at their offices for up to fifteen (15) days.

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 is the same as for the previous programs. Coverage will cease as of the end of the last month of actual employment.

Prescription **Drugs** Expense Benefit

a) When an insured 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) deductible 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) deductible, directly to the insured upon presentation of a receipt account showing the following information:

- 1) the insured's contract number;
- 2) the insured'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 insured.

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

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

d) maximum supply for nicorette gum/patches is twelve (12) weeks

Limitations:

No amount will be paid for care, services or supplies:

- that a covered person may obtain as a benefit under any governmental plan or law (unless they are covered under the group insurance plan stated in appendix D as of March 4, 1996) ;

No amount will be paid for any charge under any of the benefits outlined in the Appendix D that are incurred and that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offense.

B – Dental Plan

For employees actively at work on or after March 5, 2002, the Company will provide a Dental Plan as per the

following summary. Employees with three (3) months 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.

**DENTAL PLAN
DESCRIPTION OF THE BENEFIT
EXPENSES FOR CURRENT DENTAL SERVICES**

Note: When the insured or one of his dependents incurs expenses for routine dental services as described hereafter, rendered by a legally recognized dental surgeon the insurer pays these expenses up to the amounts provided in the schedule of fees of the Quebec Association of Dental Surgeons (QADS). As of March 5, 2002, the 2001 schedule of the QADS will be in force.

As of March 5, 2003, the 2003 schedule of the QADS will be in force.

As of March 5, 2004, the 2004 schedule 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
Prophylactics, scaling
Pit and fissure sealants for dependent
children only

III – Restorative:

Amalgam filling
Silicate filling
Acrylic or composite filling

IV – Periodontics:

Periodontal surgery:

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

V – Anesthesia:

Fees are fully (100%) covered.

Adjunctive procedures:

Consultation, management of acute infections
and other oral lesions (abscess traumatic ulcers,
dermatologic diseases, TMJ treatment, etc.),
occlusal equipment, packing, topical application
of fluoride.

Complete treatment: (specimen)

gingivitis
marginal periodontitis
moderate periodontitis
advanced periodontitis

Vi -- Surgery:

Surgical removal of tooth or many teeth, acute or chronic osteitis or osteomyelitis treatment;

B) RESTORATION – The plan pays sixty (60%) percent of the following charges with a maximum of one thousand five hundred (\$1,500.00) dollars per year per person.

I – Restorations:

Implants, metal inlays in gold, porcelain: individual crown; re-cement inlays or crowns, etc.

Crowns and Bridgework

Charges up to the benefit maximum for:

- temporary emergency crown;
- inlays, onlays, and crowns;
- first installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth;
repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- replacement of existing bridgework, but only if it was installed at least four (4) years before if the bridgework is unserviceable;

- addition of teeth to an existing bridgework, if required to replace one (1) or more natural teeth.

II -- Endodontics:

Emergency endodontics procedures:

incision and drainage, reimplantation of luxated tooth, treatment of traumatized tooth

General endodontics procedures:

preparation of tooth for treatment

Non-surgical endodontics treatments:

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

Surgical endodontics treatments:

apical curettage and/or apectomy, retrograde obturation, hemisection, radicular amputation, intentional reimplantation, endodontics osseous stabilizer including canal cleaning, shaping and obturation.

Post-operative treatments:

clinical and radiographic examination of treated tooth, bleaching.

III – Removable prosthodontics:

Dentures

Charges up to the benefit maximum for:

- repair of clasps for one (1) or more teeth;

- first installation, including adjustments, of partial permanent or full temporary or permanent removable dentures to replace **1** or more natural teeth:
- repair, relining or **rebasing** of dentures:
- denture adjustments that occur more than **3** months after installation:
- replacement of an existing partial or full removable denture, if it:
 - was installed at least **four** (4) years before and if it is unserviceable; or
 - is a temporary denture which replaces a tooth (teeth) for which a permanent denture is to be installed within one (1) year from the date the temporary denture was installed; and
 - addition of teeth to an existing partial denture, if required to replace one (1) or more natural teeth

C – ORTHODONTICS – The plan pays fifty percent (50%) of the following charges with a maximum of one thousand five hundred dollars (\$1,500.00) 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 or removable appliance (including diagnostic).

Course of treatment means services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

Limitations

No amount will be paid for charges for:

- dental care which is cosmetic;
- broken appointments;
- dental care covered under a medical plan provided **by** an employer or government (unless they are covered under the group insurance plan stated in appendix **D** as of March 5, 2002) ;
- nutritional counseling;
- protective athletic appliances;
- replacement of a lost or stolen prosthesis;
- injected substances or prescribed drugs.

SECTION III – **Basic** Life and Accidental Death and Dismemberment insurance Program (**AD&D**)

A)	Amount of Life Insurance	Amount of AD&D
	\$35,000.00	\$35,000.00

Effective January 1, 2004, the amount stipulated in the Basic Life Insurance and AD&D will be increased to forty thousand dollars (\$40,000.00).

If you sustain an accidental bodily injury while covered and if a covered loss occurs **as** a direct result, and within one (1) year, of the accident, the following will be paid to **you**, if living, otherwise to your beneficiary(ies), if living, or to your estate:

For loss of	Percentage of Amount covered
Life	100%
Both hands or both feet	100%
Both arms or both legs	100%
Sight of both eyes	100%
Sight of one eye	$66\frac{2}{3}\%$
Speech and hearing	100%
Speech or hearing	$66\frac{2}{3}\%$
Hearing in one ear	$16\frac{2}{3}\%$
Thumb and index finger, or 4 fingers, of one hand	$33\frac{1}{3}\%$
All toes of one foot	$12\frac{1}{2}\%$
Quadriplegia (total paralysis of both upper and lower limbs)	100%
Paraplegia (total paralysis of lower limbs)	100%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	100%
For loss of, or loss of use of	
Arm or leg	75%
Hand or foot	$66\frac{2}{3}\%$

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

Not more than one hundred (100%) percent will be paid for all losses sustained in any one accident.

Loss means:

- quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs;
- hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- arm or leg means complete severance through or above the elbow or knee joint;
- thumb or finger means complete severance through or above the first phalange;
- toes means complete severance of both phalanges;
- eye means the irrecoverable loss of the entire sight thereof;
- speech means complete and irrecoverable **loss** of the ability to utter intelligible sounds; and
- hearing means complete and irrecoverable loss **of** hearing in both ears.

Loss of use means the total and irrecoverable loss of use provided the loss is continuous for twelve (12) consecutive months and such loss is determined to be permanent

Exposure **to** the elements **and** disappearance

Loss resulting from exposure to the elements will be considered as being accidental if it occurs following an accident.

If you are reported missing as **a** result of a ship-wreck or the accidental disappearance of a vehicle in which you were travelling, you will be deemed having died accidentally, on the condition that it cannot be proven that you are still alive after a one (1) -year period.

Repatriation

When accidental death occurs more than two hundred (200) km from your place of permanent residence and if the insurance amount is paid following such death, the actual expenses incurred for the preparation and transportation of the body to the place of residence will be paid up to ten thousand (\$10,000.00) dollars.

Transportation of a family member

If you are confined to an hospital due to a covered accident while you are more than two hundred (200) km from your place of permanent residence , up to ten thousand (\$10,000.00) dollars, will be paid for the return fare of such member of the immediate family to your side, via the most direct route by a licensed common carrier.

Member of the immediate family means your. spouse (or common-law spouse), your parents, grand-parents, your children aged eighteen (18) or more or your brother or sister.

Disability

If premiums are waived due to disability under the employee's optional life insurance, the AD&D insurance is maintained without premiums being payable, as long as the AD&D is in force, up to age sixty-five (65).

Rehabilitation Benefit

When a benefit other than for the loss of life becomes payable, an additional benefit equal to necessary and reasonable expenses actually incurred, up to ten thousand (\$10,000.00) dollars, is granted for special training, on the condition that:

- such training is required as a result of the accidental injuries in order to become qualified for an occupation you would not have engaged in had the accidental injuries not occurred;
- the expenses are incurred within two (2) years of the accident; and
- no payment is made for ordinary living, travelling or clothing expenses.

Use of safety belt

If, while insured, you suffer covered accidental injuries, as a passenger or driver in a car, the benefit will be raised by ten (10%) percent if your safety belt is on. Actual use of the safety belt must be certified in the official report of the accident or by the police officer in charge of the investigation.

Home alteration and vehicle modification

If you receive a benefit other than for the loss of life and must subsequently use a wheelchair to be ambulatory due to the same cause as the covered loss, the insurer will pay, upon presentation of a proof of payment:

- the one-time cost of alterations to your residence to make it wheelchair-accessible and habitable, if they are made by someone experienced in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users; and
- the one-time cost of required modifications to a motor vehicle owned by you, to make it accessible or driveable, if they are made by someone experienced in such modifications and approved by the provincial licensing authorities;

up to a combined maximum of ten thousand (\$10,000.00) dollars, on the condition that such expenses are incurred in your name.

Limitations

No amount will be paid for a loss that results from or is contributed to by:

- war, whether declared or not;
- suicide or attempt thereat, while sane or insane;
- self-inflicted injury, while sane or insane;
- active full-time service in the armed forces of any country;
- travelling or flying in, or descending from, any kind of aircraft, as a pilot, operator or member of the crew. However, insurance will include injury sustained while you are riding as a passenger with no duties whatsoever, in any aircraft having a current and valid air worthiness certificate, or any transport type aircraft operated by the transport command of the Canadian Armed Forces Air

Transport Command or by the similar Transport Service of any country, or boarding or alighting from such an aircraft.

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

For employees laid off on and after February 1, 1978, who have one (1) year of seniority at the time placed on layoff, the Basic Life Insurance and AD&D will be continued by the Company in accordance with the following table by payment of fifty cents (\$0.50) per thousand dollars (\$1,000.00) each month.

Years of seniority on last day worked prior to layoff	Maximum additional Months of Basic Coverage
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

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	\$2,000.00
15 years	\$2,500.00
20 years	\$2,750.00

- 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 1, 1978, in the form of:

1) Transition benefit: which provides an income to survivors payable for twenty-four (24) months the following way:

- two hundred and fifty hundred dollars (\$250.00) per month if eligible for an unreduced benefit under any provincial or federal pension plan or any old age security Act, or,
- three hundred and fifty dollars (\$350.00) per month if ineligible for such benefits, and,

2) Bridge benefit: in the amount of two hundred and fifty dollars (\$250.00) per month payable to survivors over age fifty (50) years, who have received

the twenty-four (24) monthly transition benefits. This benefit shall cease when:

- the survivor remarries,
- the survivor reaches age seventy (70),
- the survivor is eligible to receive any federal or provincial pension, or
- the survivor dies.

For employees actively at work at the date of the increase, the amounts of the transition benefit and bridge benefit shall be increased as per the following table:

Monthly Increase		Maximum Monthly Benefit		
Date of increase	Transition Benefit	Bridge Benefit	Transition Benefit	Bridge Benefit
1st January 1981	50\$	50\$	200\$	200\$
1st October 1981	150\$	50\$	350\$	250\$

SECTION IV – WEEKLY SICKNESS AND ACCIDENT BENEFITS

1) Effective upon ratification of the present collective agreement, employees who have completed the probationary period, who become absent from work due to sickness or accident occurring on or after the 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'.

* Hourly **base** rate

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

Benefits will begin as follows:

- Beginning on the fifth (5th) day due to bodily disease, or
- Beginning on the first (1st) day of confinement in a hospital, or
- Beginning on the first (1st) day of confinement in a hospital, or surgery, inesthetical, leading to a disability which prevents the employee from working whether the employee stays in the hospital or not, or
- Beginning on the first (1st) day of disability due to bodily injury

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 full time work 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 full time work.

5) Successive periods of disability separated by one (1) week or more of active full time work 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 benefits mentioned in Section IV, paragraph 1, the benefits (up to the amount of the benefits mentioned in said section) received from any other insurance. The employee must make all necessary demands to obtain the benefits payable by any other insurance plan.

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

It is also agreed that, should the benefits from the other insurance be terminated, and provided that the absence continues to be medically justified, the benefits under Section IV, paragraph 1, will continue to be paid, up to the twenty-sixth (26th) week, starting with the date the employee stopped working due to such accident.

SECTION V – LIFE INSURANCE FOR DEPENDENTS AND OPTIONAL INSURANCE

A) Life insurance for dependents

Employee's spouse - 3,000.00\$

Each dependent child - 2,000.00\$

B) Optional life insurance for employees

All employees insured for basic life insurance are allowed to purchase an additional amount of life insurance, 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 thousand dollars (\$1,000.00) of coverage.

No amount will be paid for that part of your Optional Amount of Life Insurance that has been in force for less than one (1) year, if loss of life results, directly or indirectly, while sane or insane, from suicide, attempt thereat or purposely self-inflicted injury.

No amount will be paid for that part of the Dependent Life Insurance that has been in force for less than one (1) year, if loss of life results, directly or indirectly, while sane or insane, from suicide, attempt thereat or purposely self-inflicted injury.

SECTION VI – LONG TERM DISABILITY

If the employee is disabled and seen by, and treated by, his attending licensed physician within thirty-one (31) days of the date the employee became totally disabled, and has been continuously 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) provided the employee continues to reside in Canada.

Recurrent Disability

If within six (6) months after recovery from a disability for which LTD benefits were approved, you again become totally disabled, from the same or related cause, the disability will be considered a continuation of the previous disability.

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**.

Benefit Offsets

Your benefit will be reduced by income payable or that would be payable had *you* applied for it:

- from any job for pay or profit (except under an approved rehabilitation or partial disability program) ; or

- because you are disabled or retired under any plan required or provided by a government or pursuant to an act, such as, but not limited to, Workers' Compensation, any Automobile Insurance Act and the Canada or Quebec Pension Plan (CPP/QPP), excluding income payable for your spouse, children or other dependents; and

by any amount necessary to limit to seventy-five (75%) percent of **pre-disability** Earnings the income payable:

- **as** a long term disability benefit;
- from all of the sources mentioned above;
- for your spouse, children or other dependents because you are disabled or retired under any plan required or provided by a government or pursuant **to** an act; and
- under any other group coverage, benefit, pension or other arrangement for members of a group (whether on an insured basis or not).

Should you receive income from any of the above sources payable:

- as a retroactive award, benefits will be adjusted to reflect any overpayment that may have been made;
- other than monthly, such income will be converted to a monthly basis; or
- in a lump sum payment for loss of future income, no further benefits will be paid until such time as the sum of the benefit payments otherwise payable equals the amount of each sum.

Your benefit will not be reduced by income payable from:

- a CPP/QPP cost of living increase that occurs after the date you became totally disabled under this benefit;
- disability or retirement benefits at the level that you were receiving prior to the date you became totally disabled under this benefit; or
- any individual disability insurance, exclusive of accident benefits payable under an automobile policy.

Recovery of Benefits

If you receive a benefit under this plan in excess of what should have been paid, the insurance company has the right to recover the amount of such excess from you or deduct it from future monthly benefits payable to you.

Rehabilitation

If you recover enough from your disability to be able to work full-time or part-time at any job under a rehabilitation program approved in writing by his attending physician and the insurance company, you will still be deemed to be totally disabled and your benefit will only be reduced by the greater of:

- seventy percent (70%) of the income you receive from such rehabilitative work; or
- the amount needed to keep your disability benefit income plus your rehabilitative income at the same level as your pre-disability earnings.

If you refuse to participate in a rehabilitation program recommended by your attending physician, your benefit payments will be terminated.

Partial Disability

If you are totally disabled but able to work under a program approved in writing by the attending physician and the insurance company you will still be entitled to a benefit, which will only be reduced by the greater of:

- fifty percent (50%) of the income you receive from such work; or

- the amount needed to keep your disability benefit income plus the income you receive from such work at the same level as your pre-disability earnings.

Third Party Liability

If you receive benefit payments under this plan for **loss** of income for which there may be a cause of action against a third party, you **will** be required to complete a reimbursement agreement. This will entitle the insurance company to be reimbursed for any amount(s), including interest, you recover from a third party for:

- **loss of** income; or
- medical or dental expenses;

which, together with any amount(s) paid or payable under this plan, would exceed your actual **loss**.

Following notification to the insurance company of payment by a third party of any judgment or settlement, further disability benefit payments under this plan will terminate until the insurance company has been reimbursed the amount set out in the reimbursement agreement.

If a lump sum payment is made under judgment or settlement for **loss** of future income, no further disability benefits will be paid under this plan until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

Exclusions and Limitations

Benefit payments may be terminated if you:

- fail to provide proof of ongoing disability when requested to do so;
- refuse or fail to complete and return or comply with the terms of the reimbursement agreement in accordance with the third party liability provision;
- fail to report for a medical examination, as often as may reasonably be required, by mutual consent by the insured's attending physician and a legally recognized physician of the insurance company's choice; or
- are not receiving accepted standard professional treatment for the condition being treated and, where appropriate, treatment by a relevant and certified specialist.

No benefit will be paid for the period you are entitled to unemployment benefits during an authorized maternity or parental leave. If you become disabled during such a period, you become eligible to the long-term disability benefit when the unemployment benefits cease and the date used to calculate the one hundred and eighty (180) day eligibility period for the long-term disability benefit is the date the disability started.

No benefit will be paid for any disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury;
- your commission of, or attempt to commit, an assault or criminal offense; or
- chronic alcoholism, or use of narcotics, barbiturates or hallucinogens, unless you are receiving ongoing active professional treatment deemed appropriate for the condition being treated.

Pre-existing Condition Limitation not applicable to employees with service from March **4, 1996**

If during the first twelve (12) months that you are covered, you become totally disabled, directly or indirectly, because of an illness or injury for which you:

- received medical treatment, consultation, care or service including diagnostic tests; or
- took prescribed drugs;

during the ninety (90) day period before the date you became covered, no benefit payments will be made.

If, after the first twelve (12) months that you are covered, but before you have been covered twenty-four (24) months, you again become totally disabled because of the same cause,

you must:

- have returned to active full-time work for at least six (6) months; and
- be absent from work for more than the waiting period;

before benefit payments will be made.

Waiver of Premium

No premium is required for this Benefit during a period for which you are entitled to receive benefit payments.

Extension of Benefit

If you are totally disabled on the date your coverage terminates, you will be entitled to the same benefit as though your insurance had not terminated.

SECTION VII – INSURANCE PROGRAM ADMINISTRATION

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

A) All insurance coverage, except long term disability, 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 optional 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, employee and dependent life insurance is provided at no cost to the employee, provided the employee is totally and permanently disabled while covered. Proof of disability must be submitted to the insurer within twelve (12) months **of** the disability.

Totally and permanent disabled means that solely because of an illness or injury, you are, and will continue to be, unable to work at any occupation for which you are, or may reasonably become, qualified by education, training or experience.

b) Health insurance (supplemental hospital benefits, major medical, including drug and dental expense) is continued at no cost for the employee for the duration of the disability as long as he maintains an employment link with the Company.

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.

Accidental Death and Dismemberment Benefit will also be continued at **no** cost for the employee, but not beyond age sixty-five (65).

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.

SECTION VIII – TERMINATION OF COVERAGE

All group insurance coverage for you and your dependents will terminate on the date:

- you retire, except those members who retire on normal and early retirement under the negotiated pension plan;
- you abandon work;
- you voluntary terminate your employment; or
- you are fired for just and sufficient cause unless reintegrated following an arbitral decision.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

SECTION IX – CONVERSION OPTION

Employee Life Insurance

If your employee life insurance reduces or terminates and you are under age sixty-five (65), you may be eligible to convert the terminated amount to an individual life insurance policy. Contact your employer or the insurance company for details.

Dependent Life Insurance

If dependent life insurance for your spouse terminates because your employee life insurance terminates, or because of your death, your spouse may be eligible to

convert to an individual life insurance policy. Contact your employer or the insurance company for details.

Survivor Income Benefits

If your survivor income benefits reduces or terminates and you are under age sixty-five (65), you may be eligible to convert the terminated amount to an individual life insurance policy. Contact your employer or the insurance company for details.

APPENDIX E
PENSION PLAN

APPENDIX E

PENSION PLAN

The following provisions present an overview of the pension plan, as provided for in the article 20.04 of the collective agreement and apply only to employees with seniority or who retire on or after April 1, 2002.

- 1) Pension fund assets under the Pension Plan for Hourly-Rate Employees of Honeywell Aérospatiale Canada Inc. attributable to members 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 Honeywell subsidiaries.
- 2) All members represented by the **CAW** are eligible for participation in the plan, regardless of age, as permitted by law.
- 3) The plan is provided at no cost **to** the members. 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 members prior to January 1, 1977 have been transferred to the group annuity contract

number RG-321 with Les Services de Santé du Québec and provide additional pension benefits to these members.

5) **Normal Retirement Pensions**

The monthly pension payments for a normal retirement commencing on the first day of the calendar month coincident with or following age sixty-five (65) are as follows:

- A) for employees retiring on normal retirement on or after April 1, 2002, but prior to April 1, 2003, forty-eight (\$48.00)dollars per month per year of Credited Service as of the retirement date, increasing from April 1, 2003 to fifty (\$50.00) dollars per month per year of Credited Service as of the retirement date and from April 1, 2004 to fifty-two (\$52.00)dollars per month per year of Credited Service as of the retirement date.

- B) for employees retiring on normal retirement on or after April 1, 2003, but prior to April 1, 2004, fifty (\$50.00)dollars per month per year of Credited Service as of the retirement date, increasing from April 1, 2004 to fifty-two (\$52.00) dollars per month per year of Credited Service as of the retirement date.
- C) for employees retiring on normal retirement on or after April 1, 2004, fifty-two (\$52.00) dollars per month per year of Credited Service as of the retirement date

6) Early Retirement

For a retirement after age fifty-five (55), an employee receives a lifetime benefit determined in accordance with the normal retirement described above, reduced by one half of one percent ($1/2$ of 1 %) for each month by which the early retirement date precedes the normal retirement date.

7) Other Pension Plans

The amount of pension benefit otherwise payable to an employer under this plan shall be reduced by the amount of pension benefit provided by the employer under any other Company pension plan, provided that such pension benefit is attributable to Credited Service under this plan.

8) Vesting

On termination of employment at any age, an employee remains eligible for a deferred pension commencing on the first day of the calendar month coincident with or following age sixty-five (65), equal to **his** accrued normal retirement benefit as described in section 5 above, based on Credited Service and the pension level of the normal retirement pension in force at the date of termination of employment. An employee whose employment with the Company ceases and who is entitled to a deferred pension may notably transfer the value of this deferred pension into another pension plan, provided that the administrator of such pension plan agrees to accept the transfer.

9) Spouse Definition

For the purpose of the plan, the spouse is any person of same sex or opposite sex to whom the employee is, as the case may be:

- A) legally married, provided the employee is not living separate and apart from that person;
- B) not legally married but who has been cohabiting continuously with the employee in a conjugal relationship for at least one (1) year and who is not living separate and apart at the date the marital status is determined;

Ci not legally married but who has been cohabiting in a conjugal relationship for less than one (1) year and:

- i) at least one (1) child is born, or to be born, of their union;
- ii) they have adopted, jointly, at least one (1) child while living together in a conjugal relationship; or
- iii) one of them has adopted at least one (1) child who is the child of the other while living together in a conjugal relationship.

A person, however, shall not qualify as a spouse if such person and the employee divorce, annul their marriage, separate as to bed and board or end their conjugal relationship before the pension payment commencement date.

10) Surviving Spouse Pension

On normal or early retirement, an employee can, as provided for in the plan, choose to receive a reduced benefit equal to ninety percent (90%) of his regular benefit determined as above, increased by one half of one percent (1/2 of 1%) for each complete year in excess of five (5) by which his spouse's age exceeds his own age up to twenty (20) years, or decreased by one half of one percent (1/2 of 1%) for each

complete year in excess of five (5) by which his age exceeds that of this spouse. Sixty percent (60%) of this amount continues to be paid for the remaining lifetime of his spouse after the death of the employee.

In the event of a divorce, a separation, the end of the conjugal relationship between the employee and his spouse, or the death of the spouse before that of the employee, the pension's reduction as defined in the previous paragraph or the one as defined by actuarial equivalence as provided for in the plan, if any, will be eliminated from the first day of the calendar month following the event.

- 11) An employee who has no spouse or whose spouse has waived in writing his entitlement to the surviving spouse pension receives an unreduced benefit, calculated in accordance with the plan's provisions, for the rest of his life.

- 12) **Pre-Retirement Death Benefits**

The spouse or the estate of an employee or a former employee who dies prior to pension commencement shall be entitled to receive the value of his accumulated pension. The surviving spouse may, in some cases, be entitled to a higher death benefit, according to the plan's provisions.

The spouse may notably elect to receive a pension equivalent in value to the transfer value of the member's pension for the accumulated Credited Service.

13) Level **Income** Option

An employee who retires early shall have the option to receive a larger pension until attainment of age sixty-five (65) and, from age sixty-five (65), a reduced pension to allow, as far as possible, to level his retirement income, in view of the Old Age Security pension. Such a level pension shall be determined to be the actuarial equivalent of the normal pension to which he would have been entitled otherwise.

14) Determination of Credited Service

All employees are credited with past service based on their seniority on January 1, 1977, calculated to the nearest one twelfth (1/12th) of a year (regardless of whether or not they contributed to the Aviation Electric Ltd. Pension Plan). For future service, one (1) year of Credited Service is granted for each calendar year during which an employee has received compensation for one thousand seven hundred (1700) hours or more, with proportional credit being granted for less than one thousand seven hundred (1700) hours. For the purpose of computing compensated hours hereunder, hours paid at a premium rate shall be counted as hours paid at the regular rate. Credited Service accrues 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 1, 1984, Credited Service shall also include long term leave of absence for union duties taken as per article 18.05 of this collective agreement.

On or after January 1, 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) hours paid at the regular rate during such calendar year.

Service lost by employees following a layoff of less than thirty-six (36) months or due to an authorized maternity leave will be re-established if return to work occurred before March 4, 2002.

Lost Credited Service of an employee who has terminated his employment and who has returned to the employment of the Company before March 4, 2002, will be re-established unless the employee has chosen to transfer the value of his deferred pension in another retirement plan according to the plan's provisions.

Notwithstanding the above, in no event shall the total period of approved unpaid leaves of absence (other than periods of long term disability), for the purpose of Credited Service, exceed the limits prescribed by the income Tax Act.

15) Special Program for Early Retirement and Normal Retirement Improvement

A) Program offered in 2002

Employees aged fifty-eight (58) or more, but less than sixty-five (65), as of their termination date and who have then at least ten (10) years of continuous service, who will have formally advised the Company between May 1, 2002 and June 30, 2002 as to their decision to take early retirement and who will effectively retire between September 1, 2002 and December 31, 2002 are entitled to:

- i) a pension equal to fifty-two (\$52.00)dollars per month per year of Credited Service, and this notwithstanding provisions of sections 5 and 6;
- ii) an additional temporary pension starting at retirement and ending at age sixty-five (65) including the month during which the employee reaches the age of sixty-five

(65), in the amount of six hundred (\$600.00)dollars per month;

- iii) an indemnity of up to twenty-six (26) weeks of salary, as provided for in the Voluntary Leave Program as stated in the Memorandum of Agreement No. 31.

Employees aged sixty-five (65) or more as of their termination date and who have then at least ten (10) years of continuous service, who will have formally advised the Company between May 1, 2002 and June 30, 2002 as to their decision to retire and who will effectively retire between September 1, 2002 and December 31, 2002 are entitled to:

- i) a pension equal to fifty-two (\$52.00) dollars per month per year of Credited Service, and this notwithstanding provisions of section 5;
- ii) an indemnity of up to twenty-six (26) weeks of salary, as provided for in the Voluntary Leave Program as stated in the Memorandum of Agreement No. 31.

Employees who retire according to this Special Program retain their health insurance protection (drugs and dental) up to their sixty-fifth (65th) birthday.

B) Program offered in 2003 and 2004

The same Special Program is offered, under the same conditions and at the same dates, with the necessary adaptations, in 2003 and 2004, but the maximum number of employees who may take advantage of the aforementioned Special Program for any of the given years is ten (10). If the number of eligible employees who wish to participate to the Special Program in 2003 or 2004 exceeds ten (10), the selection criteria will be the age, followed if necessary by the number of years of continuous service.

- 16)** The plan modifications as stated herein, notably in sections 5 and 15 above, will be incorporated into the formal pension plan document by amendments, the text of which is to be agreed upon by the parties. All provisions of the plan are subject to approval by the Régie des rentes du Québec and the relevant tax authorities.

MEMORANDUMS OF AGREEMENT

MEMORANDUMS OF AGREEMENT

TITLES

- # 1 Monetary Reimbursements and Accumulated Union Dues
- # 2 Jurisdiction of Arbitrator
- # 3 Exception to Regular Work Schedules
- # 4 Insurance Coverage for Retirees
- # 5 Time for Personal Needs
- # 6 Benefits Delegate
- # 7 Educational Assistance Program
- # 8 Paid Education Leave
- # 9 Employment Equity Legislation
- #10 Technological Change
- #11 Lead Hands
- #12 Choice of Benefit Carriers
- #13 Skilled Trades
- #14 Lists and Documents Supplied By the Company
- #15 Absence from Work
- #16 Union Office
- #17 Layoff and Recall / Senior Assembler
- #18 Program Against Substance Abuse
- #19 Harassment
- #20 Solidarity Fund
- #21 Hiring of Students
- #22 Quality of Life
- #23 Term "Salarié"
- #24 Flexible Schedule and Shift Rotation
- #25 Job Security
- #26 Exception to the Application of Article 15.02
- #27 Banking Time
- #28 Movement of Personnel Grade 5 or lower
- #29 Social Justice Fund
- #30 Vacations - minimum increments of one (1) hour.

MEMORANDUMS OF AGREEMENT

TITLES

- #31 Permanent lay off
- #32 Sub-contracting for Machine Shop
- #33 **CAW** members – external hire

MEMORANDUM ~~OF~~ AGREEMENT NO. 1
between
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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

Honeywell Aérospatiale **Inc.**

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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

Honeywell Aérospatiale **Inc.**

hereinafter called the "Company", "Management or

"Employer"

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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 honour 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 may be 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 has(have) given his(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 minimum 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

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND **OTHER 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 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

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
CANADA)**

hereinafter called the "Union"

and its local #1849

The Company will establish an Educational Assistance Program at Honeywell Aérospatiale 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 offered by the Company, at an accredited college, business school, trade or vocational school. 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 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 Honeywell Aérospatiale 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 education 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
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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 three cents (0.03\$) per hour per employee for all hours worked until the end of this Collective 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 C.A.W. Family Education Center, R.R. #1 Port Elgin, Ontario NOH 2C5.

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** March 5, 2004, 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
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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

Honeywell Aérospatiale Inc.

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

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
CANADA)

hereinafter called the "Union"

and its local #1849

Subject: Technological Change

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.

MEMORANDUM OF AGREEMENT NO. 11
between
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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. Lead-hands are considered as having the occupation immediately preceeding their being named to the Lead hand classification, in the event of lay offs.

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

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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
Honeywell Aérospatiale **Inc.**
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND **OTHER 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, inspector-tool room, tool machinist, machine repairman, millwright carpenter, toolmaker, tool and cutter grinder, test equipment repairman, 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:
 - ai 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 as 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 must be a member of the skilled trades and is also part of 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.

LICENCES

As of March 5 2002, the company will reimburse the cost of all required licences, as well as lost time for completing examination for skilled trade.

Apprenticeship program for the CAW skilled trades as well as training regarding new technologies for skilled trades will be integrated into the collective agreement. Documents for completion are available in the Human Resources department and at the Union office (plant committee)

Signed on March 5, 2002

MEMORANDUM OF AGREEMENT NO. 14

between
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
CANADA)**

hereinafter called the "Union"
and its local #1849

Mr. Serge Portelance

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-dated list of persons receiving long term disability benefits as per Appendix "D" of the collective agreement, and including: the starting date of the disability, 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 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.

An 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

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
CANADA)**

hereinafter called the "Union"

and its local #1849

Mr. Serge Portelance

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 15.07.

Robert Lambertucci

MEMORANDUM OF AGREEMENT NO. 16

between

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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 2, it is understood
that there will be no employee at work in the
classification of "Senior Assembler", Grade 5 in Group 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 5 in Group 2.

MEMORANDUM OF AGREEMENT NO. 18

between

Honeywell **Aérospatiale** Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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 Honeywell Aérospatiale Inc., represented by Local 1849 of the C.A.W.

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 effect 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 alcoholism 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 Honeywell Aérospatiale 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 Honeywell Aérospatiale Inc. and local 1849 of the CAW.
- 2) During of 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 dependency 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 Honeywell Aérospatiale 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 (2) signing parties.

January 13, 1988

MEMORANDUM OF AGREEMENT NO. 19
between
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and
NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER **WORKERS** UNION ~~OF~~ CANADA (**CAW-**
CANADA)
hereinafter called the "Union"
and its local #1849

Subject: Harassment

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

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. Furthermore, no one shall harass anyone for any reason as expressed in article 4.01.

All complaints or grievances resulting of sexual harassment will be treated confidentially as much as possible. The employee who believes himself to be victim of harassment shall have the right to all recourses in accordance with the collective agreement and the Charter of Right & Freedom or others.

Signed on January 29, 1999

MEMORANDUM OF AGREEMENT NO. 20

between

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER 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 employees 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

Honeywell Aérospatiale Inc.

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

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
CANADA)

hereinafter called the "Union"

and its local #1849

Subject: Hiring of Students

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

Honeywell Aérospatiale Inc.

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

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
CANADA)

hereinafter called the "Union"

and its local #1849

Subject: Statement of Common Objectives

During the present negotiations the parties have recognized, that improved quality, customer service and productivity are all primary factors contributing the prosperity of the Company and to the security of long term employment for its employees, while maintaining work conditions which are just and equitable.

To achieve the fundamental goals of growth and prosperity, the Company and the Union join their efforts to develop a common pride in producing quality in order to meet future challenges.

The realisation of these goals implies continuous effort, by the Company, the Union and the employees, in order to constantly improve the quality of the product, the quality of work and the effectiveness of the operations in order to satisfy our customers.

The same applies regarding the improvement of the quality of life of the employees, security of long term employment, the maintaining of a work environment where employees are treated with dignity and respect

and finally offering the employees the opportunity to fully develop themselves.

To this end, the Company continues to offer proficiency courses, training and reorientation courses to the employees in order to maintain a work force which is highly qualified.

In consequence, with regard to the rights of each party, the Company and the Union agree to set up a joint committee composed of two (2) representatives from Management and two (2) representatives from the Union (one of which is the President of the Union Plant Committee) to examine future challenges. This committee will meet at least once (1) every three (3) months.

MEMORANDUM OF AGREEMENT NO. 23

between

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
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The parties agree that in the French version of the Collective Agreement to conform with the Code du Travail du Québec, the word "salarié" or "salariés" was used.

MEMORANDUM OF AGREEMENT NO. 24

between

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
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and its local #1849

Subject: **FLEX SCHEDULE AND SHIFT ROTATION**

In order to improve service to the customers and the quality of life of the employees, the Company and the Union have discussed the possibility of introducing flexibility in the work schedules mentioned at Article 15.03 and 15.05.

In consequence, the Company and the Union agree on the following:

FLEX SCHEDULE

1) On a strictly voluntary basis the employee(s) concerned, who so wish(es), may then take advantage of the flex schedule within the limits of Article 15.02. The flex time is 6h00 to 8h00.

2) This agreement can be terminated following a written notice of 30 days from the Company or the Union.

SHIFT ROTATION

If the production requirements permit it, employees who have twenty (20) years of seniority or more may choose to stay on the day shift.

Signed on March 5, 2002

MEMORANDUM OF AGREEMENT NO. 25

between

Honeywell Aérospatiale **Inc.**

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
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and its local #1849

Subject: **JOB SECURITY**

This letter confirms to the Union that, just as in the past, it *is* the intention of the Company to continue to use its own employees to perform jobs *or* work as long as this practice allows the Company to meet its competitiveness goals *as* far as costs, quality and delivery schedules are concerned.

In this context, two (2) representatives of the Company will meet at least once (1) a month with the president of the Union plant committee and the skilled trades group steward or the concern zone committee person to examine the why of sub-contracting and to minimize the effects.

The repatriation of jobs or work which are already performed outside, remains a common objective and is subject *of* regular discussions between the Company and the Union in order to examine the possibilities to have these jobs or work performed by employees of the bargaining unit.

Furthermore, the Company shall avoid to subcontract within the establishment falling under the present collective agreement, unless warranted by an operational emergency, any work which normally comes under the employees of skilled trades, and if it results in lay-offs or if it prevents calling back employees of **skilled** trades who have been laid off.

The company general manager will meet with the president of the Union plant committee on a regular basis in order to brief him on the situation of the operations of the Montreal plant.

MEMORANDUM OF AGREEMENT NO. 26

between
Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
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Subject: **EXCEPTION TO ARTICLE 15.02**

When feasible and advantageous for a group of employees and the Company to do so, the Company and the Union agree that derogation to the regular working hours schedule is possible, subject to the following:

- 1) After consultation by the Union with the employees concerned, a written mutual agreement between the Company and the Union may be concluded.
- 2) The duration of the derogation period is determined and cannot be exceeded unless another written mutual agreement is concluded.
- 3) The Company or the Union can end, partly or as a whole, the agreement with a written notice to this effect, then the employee(s) return to his(their) normal schedule as per Articles 15.02 and 15.03 the following week.

- 4) Any employee covered by such agreement can choose to go back to his normal schedule following a verbal notice to his supervisor. He must then return to his normal schedule ~~as~~ per Articles 15.02 and 15.03 the following week.
- 5) The work week cannot exceed forty (40) hours spread in four (4) consecutive working days ~~of~~ ten (10) hours each, Monday to Friday inclusively and must be followed by three (3) consecutive **days** off.
- 6) **All** rights or fringe benefits normally given to the employee(s) are readjusted in consequence, but in no case can they be inferior **or** superior to those which the employee(s) would have been entitled *to* if he or they had been on a regular schedule.

MEMORANDUM OF AGREEMENT NO. 27

between

Honeywell Aérospatiale Inc.

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

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
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Subject: BANKING ~~OF~~ OVERTIME ON A
VOLUNTARY BASIS

In order to increase flexibility in working hours and to improve the quality of life of the employees and the efficiency of operations, the Company and the Union have agreed to create a program of banking of overtime hours. The employee(s) who accumulate time in the bank may take those hours as leaves of absence with pay.

- 1) When overtime hours are put in the bank, the premium time of half (1/2) or double (2) time will be paid immediately.
- 2) It is not permitted to accumulate more than fifty-six (56) hours per year, non renewable in the bank.
- 3) The use of the bank or reimbursement of the hours in the bank is made in minimal increments of four (4) hours. The employee must advise the immediate superior by noon (12:00 PM) the day

before for 8 hours or less of bank time,
and two (2) days before noon (12:00PM)
for bank time *of* more than eight (8) hours.

- 4) The bank of hours will be eliminated and paid to each employee in December of each year.
- 5) At the employee's request, the Company reimburses the total amount owed to the employee the Friday following the request, providing that such request is made in writing to payroll before noon the preceding Friday. However, if the employee wishes to keep, at the time of his request, hours in the bank, **a maximum of eight (8) hours** may be kept in the bank.

MEMORANDUM OF AGREEMENT NO. 28

between

Honeywell Aérospatiale Inc.

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and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
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Notwithstanding Articles 9.14, 9.15, 9.20 and 9.22,
regarding employees movement in classifications of
Grade 5 or below, the following will apply.

Movements will be made in order of seniority as per the
following procedure:

- 1) Before a lay-off (9.14, 9.15) recall (9.20) or a promotion (9.22), if Management believes that an employee cannot qualify for a classification for obvious reasons, Management will inform the Union Plant Committee and after mutual agreement, Management will withdraw the employee's right to displace.
- 2) When a lay-off (9.14, 9.15) recall (9.20) or a promotion (9.22) occurs, the employee will be given a trial with training, during working hours, in a classification that he can claim as per his seniority, for a period of ten (10) working days, except that for the deburrer classification, the period is twenty (20) working days.

- 3) If after his trial period, Management judge that he is capable he will be confirmed in the classification.
- 4) If necessary, at the end of the eight (8th) day of his trial period a Management / Union Committee composed of four (4) persons will meet to resolve the problem by mutual agreement. If they cannot reach an agreement, the grievance procedure will apply.

The Management/Union Committee will be composed of one (1) officer of the Company reporting directly to the President and of another Manager not responsible for the job in question and on the Union side, of the President of the Plant Committee and of the Zone Committee person directly involved.

MEMORANDUM OF AGREEMENT NO. 29

between

Honeywell Aérospatiale Inc.

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

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
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SOCIAL JUSTICE FUND

During the present negotiations, the parties have discussed a Union project regarding the setting up of a Social justice fund to provide financial assistance to organizations such as food banks, registered Canadian charity organizations and international assistance programs to help innocent victims of drought, famine and other upheavals.

Recognizing the union's goal to set up a social justice fund, and subject to the conditions stated in the following paragraphs (1) to (5), the company shall contribute three (3) amounts of one thousand (\$1000) dollars each on the following dates:

March 5, 2002

March 5, 2003

March 5, 2004

These amounts will be handed over to the CAW National Union, 205 Placer Court, Willowdale, Ontario M2H 3H9. Cheques will be drawn up to: **CAW**, Social justice fund.

The following conditions will apply:

1) The union incorporates the fund as a non-profit company, under the Canadian companies Act and it makes sure that all necessary measures are taken to remain in good standing before the law and that all legal requirements are met.

2) The union registers the non-profit company as a charitable organization in the meaning of the Canada income tax Act and it maintains the registration in good standing.

3) The union will obtain and maintain a preliminary favorable fiscal decision from the Department of Revenue of Canada to the effect that all company contributions paid into non-profit company will be deductible for income tax purposes.

4) The purpose, internal regulations and resolutions of this non-profit company should limit the type of its financial contributions to the following:

a) Contributions to other non-political Canadian charity organizations which are registered under the income tax Act.

b) Contributions to international non-political assistance initiatives which are recognized by the Canadian International Development Agency (CIDA) or by another organization which fulfills similar purposes.

c) Contributions to international or Canadian non-political assistance initiatives to which other Canadian charity organizations registered under

the income tax Act also pay in financial contributions.

d) Contributions to any non-political and non-governmental group, recognized by CIDA and registered as charity organization under the income tax Act.

5) Upon request, the union submits to the company audited annual financial statements and a summary of donations made each year by the non-profit company.

Signed on February 17, 1999

MEMORANDUM OF AGREEMENT NO. 30

between

Honeywell Aérospatiale Inc.

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

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
CANADA)**

hereinafter called the "Union"

and its local #1849

Subject: Vacations - minimum increments of one
(1) hour.

This letter is to confirm to the union that beginning
March 5, 1996, vacations can be taken by minimum
increments of one (1) hour.

MEMORANDUM OF AGREEMENT NO. 31

Between

Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"
and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
AND OTHER WORKERS UNION OF CANADA (CAW-
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1) In case of permanent layoffs

In the eventuality that the Company decides to make permanent layoffs because of the loss of a contract or contracts or a slowing down of the economy during the life of the collective agreement, the Company will take the following measures:

- 1) Evaluate, with an open mind its' manpower needs as to find jobs to diminish the number of layoffs.
- 2) The Conditional Early Retirement Program will be activated
- 3) The Voluntary Departure Program will be activated as provided for hereafter.

2) Conditional Early Retirement Program

The maximum number of employees who can take advantage of this program can not at any time be more than the number of layoffs. Age will be the first criteria used followed if necessary by the number of years of continuous service as determined by the collective agreement.

The criteria used will not at any time permit employees of less than fifty eight (58) years of age and who have less than ten (10) years of continuous service to take the early retirement as provided for in the program.

Additional benefits paid out by the program will be from the actual retirement funds and will be the following as allowed by the Income Tax Act regarding Registered Retirement plans.

- elimination of any reduction in case of early retirement
- temporary monthly pension of six hundred (\$600) dollars ending at age sixty five (65) including the month when the birthday occurs, plus the base rate
- allowance as provided for in the voluntary departure program

Employees who will retire in accordance with the disposition of the program will also retain their health insurance protection (medical and dental) up to their sixty fifth (65) birthday including the month in which the birthday occurs. Admissible employees will have at least

thirty (30) days to make a decision as to their participation in the program.

3) Voluntary Departure **Program**

The maximum number of employees who may take advantage of this program can not at any time be more than the number of layoffs (including early retirements).

Employees with at least one (1) year of completed service in the present collective agreement will have the right to an indemnity of one (1) week of salary per year of service (minimum four (4) weeks) and a maximum of twenty-six (26) weeks. Any employee who takes a voluntary layoff according to this program renounces his recall rights as provided for in this collective agreement. Excluding indemnities provided for in the labour code.

Other layoffs

Notwithstanding article 9 of the collective agreement, all employees with acquired seniority rights displaced in a classification in an equal ~~or~~ lower wage bracket will receive training during working hours. Furthermore the Company must recall to work any employee on layoff that was in employ of the Company before March 5, 2002 before hiring from the outside. As of March 5, 2002 newly hired employees will be the first to be ~~laid~~ off and will not be eligible to the voluntary departure program.

Signed March 5 2002

MEMORANDUM OF AGREEMENT NO. 32

Between

Honeywell Aérospatiale Inc.
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"Employer"
and

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The Company shall avoid subcontracting work from the Machine Shop relative to controls and accessories currently (as of the date of signature of the collective agreement) performed within the establishment if such subcontracting causes employees (those who are employed by the Company before April 24, 2001) to be laid-off.

For employees who have completed a minimum of one (1) year of service after April 24, 2001, Memorandum of Agreement No.31 shall apply.

Employees, from the Machine Shop (excluding those who have completed one (1) year of service after April 24, 2001) considered as surplus based on manpower needs after activating the early retirement program and voluntary departure program in force mentioned in Memorandum of Agreement No.31 will be integrated in the training program according to production needs. The Electronic department is not subject for the Training program.

Signed March 5, 2002

MEMORANDUM OF AGREEMENT NO. 33

Between

Honeywell Aérospatiale Inc.
hereinafter called the "Company", "Management or
"Employer"

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORT
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Re: Consideration of CAW aerospace members on lay
off

In the event that recruiting is necessary to fill positions governed by Union accreditation, the employer will seriously consider the candidacy of the qualified persons who are members of the CAW aerospace on lay off.

Signed March 5, 2002

INTRODUCTION TO JOB DESCRIPTIONS and NORMAL REQUIREMENTS

An employee may not necessarily be required to perform all the work operations described under his job classification or 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).

GRADE 1

JANITOR

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

GENERAL MAINTENANCE

Performs any maintenance functions requiring moderate skill such as 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.

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.

GRADE 4**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**SHIPPER/RECEIVER**

Operates power vehicles, such as fork lift trucks, transporting internally and externally (between buildings) 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 goods. Prepares, adjusts different containers (including large boxes) and fastens material to supports following security measures required in shipping. Completes paper work as required and uses the computer to follow the processes of document management required for tracking material. Performs all military and commercial shipping activities and all receiving activities.

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 the paper work related to **his** work, as well as stock inventory partial *and/or* annual. Completes *and/or* prepares all documentation related to his work and uses the computer to follow the processes of document management as required. Verifies that the parts coincide with the documents. Verifies the cleanliness of the parts before putting them into production..

TOOL STOREKEEPER

Must run a tool store; knows, sorts, repairs *and/or* dispatches the repair of different types of tools, equipment, measuring *and/or* testing devices used in the shops. Knows measuring instruments. Ensures that everything is in accordance with the required standards, works with a tool management computer system. Completes *and/or* prepares documentation related to his work.

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 and test electronic, electromechanical, mechanical, electrical, electro-optic sub-assemblies, assemblies and instruments. Is not required to do calibration or final testing of instruments and/or units mentioned above.

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

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. Uses and makes required markings using available new technologies. Can be required to operate lathes and drills to accomplish his work.

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.

GRADE 7

PLATER

Performs surface preparation activities such as polishing, buffing, wire brushing and grinding. Conducts metal finishing operations, such as aluminizing, phosphate treating, etching, dichromat 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.

MATERIAL ATTENDANT

Runs an equipment store, must have knowledge of measuring instruments, operation of machines used in cutting material, visual checking of blue prints, parts and materials as well as the necessary equipment to store, ensures that everything is in accordance with the required standards, completes or prepares documentation related to his work.

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.

LUBRICATION ATTENDANT

Performs lubrication of machine tools, inspection of filters, replacement of filters coolant changes and recycling, oil and solvent changes, regular cleaning of residue traps. He will also transfer hazardous materials and substances from the plant in accordance with instructions and maintain the store inventory up to date.

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

HEAT TREATER

Performs heat treating, oxidizing, by use of furnaces or other devices, reduction and furnace braking of parts and sub-assemblies. Prepares parts and sub-assemblies as necessary for heat treating and braking. 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, documentation and charts.

GRADE 9

ELECTRONICS INSPECTOR

Performs inspection evaluation and valuatinal 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.

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 and manual programming of measuring equipment (CMM). May be required to perform task of lower grade related to his job, including adjustments to measuring equipment.

INSPECTOR NON-DESTRUCTIVE TESTING

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.

PAINTER [SENIOR]

Cleans, sands and masks parts for painting operations. 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 and pre-defined specifications jointly with the laboratory. May be required to prepare documentation. Required to use film

gauges to measure the thickness of the paint according to the specifications. Complete documentation for manufacturing or R&O related work. Uses the computer to follow instructions related to HS&E (material safety data sheets) and processes and instructions (AEPS & MIL specs) and time charges. Keeps the inventory, manages and **intiates** the ordering of all the necessary chemicals and tools required for the paint shop. Plans and prioritizes work and provides training to painters with less experience.

It is also understood that this function is not **eligible** for the memorandum of agreement concerning the promotion of Technician to grade 10.

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, electrical and electro-optic instruments, assemblies, sub-assemblies and microwave systems and assemblies. Works to instruction manuals, blueprints, wiring schematic sketches and/or verbal instructions or exercises is individual judgement. Improvises test **equipement** when necessary. Must have the knowledge in the use of electronic, electric, electro-optic and/or mechanical control 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 (after having reached **42** months of service in **Grade 9**)

ELECTRONICS INSPECTOR

Performs inspection evaluation and valuatinal 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**.

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 and manual programming of measuring equipment (CMM). May be required to perform task of lower grade related to his job, including adjustments to measuring equipment,

INSPECTOR NON-DESTRUCTIVE TESTING

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, electrical and electro-optic instruments, assemblies, sub-assemblies and microwave systems and assemblies. Works to instruction manuals, blueprints, wiring schematic sketches and/or verbal instructions or exercises his individual judgement. Improvises test equipment when necessary. Must have the knowledge in the use of electronic, electric, electro-optic and/or mechanical control 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.

SKILLED TRADES

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.

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

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.

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 interrelated 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 electric wiring for computers and telephones for the plant and for installation and relocation of factory equipment.

Changes light bulbs and fluorescents for plant lighting. Must be a "certified skill fellow, professional qualification - electrician".

Shall adapt to new methods, processes, materials and equipment.

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. **As** certifies 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, replaces parts and reassembles machines, mechanical, and hydraulic equipment and assures they are in good working order.

Chooses necessary material and parts. Works from prints, designs or sketches. Plans his work and uses diverse hand tools and precision instruments.

Generally diagnoses, repairs and revises machines, mechanical and hydraulic equipment, scrape ways, aligns, assembles pivots, axes, and bearings, repairs and adjusts clutches and cylinders, changes the mechanism of feed and speed control gears and builds test cells. Maintains and replaces straps, etc. Knows the use and functions **of** tool room machineries. Determines the work processes.

Disassembles, moves, installs, levels and aligns the machinery, castings, washing machines, blowers, motors, etc. Utilizes hoists, cranes, tractors, jacks, other equipment. On occasion, performs welding and brazing operations.

Shall adapt to new methods, processes, materials and equipment.

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. Does the computer wiring connections.

Shall adapt to new methods, processes, materials and equipment.

MAINTENANCE PIPEFITTER

Draws up the plans, alters, fabricates, installs, repairs and maintains the high and low pressure duct systems, and the water, oil, solvent acid, gas systems, etc. Chooses the appropriate materials.

Produces, assembles, installs, alters, repairs, maintains, dismantles, and welds piping and plumbing, including supports and hangers, pumps, valves, drain-cocks, sewer systems and evacuation systems, etc.

Possesses a basic knowledge of safety regulations: and general knowledge of vapors, water, oils, air, gases, acids, etc. Uses different tools exclusive to pipefitting. Respects specifications and prints.

May function as a Stationary Engineman when required. Is responsible for the operation and the functioning of high pressure boilers, of air compressors, of ventilation equipment, of refrigeration and air conditioning systems, of heat exchangers, of water softeners, of condensers, of evaporators and/or other related devices which can be found in power plants or sub-power plants.

Uses different measuring instruments, maintains water supply to the boilers, Keeps a record file of operation, and understands formulas found in the manuals. Is able to read prints. Observes and notes the readings on meters and gauges.

Observes and directs equipment repair and maintenance. Must be certified "Mechanic stationary engineman",

"heating steam engine, class 4", "Certified skill fellow, professional qualification plumber".

Adapts to new methods, processes, materials and equipment.

LEADHAND (Reference Appendix B-3, Article 2)

Leadhands are not prohibited from performing any of the tasks related to the classifications they lead. Under direction of the supervisor, 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, must use computers. They shall not hire, fire or discipline employees or recommend such action.

2002

JANVIER/JANUARY							FÉVRIER/FEBRUARY							MARS/MARCH							AVRIL/APRIL						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				
MAI/MAY							JUIN/JUNE							JUILLET/JULY							AOÛT/AUGUST						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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					1	2
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
SEPTEMBRE/SEPTEMBER							OCTOBRE/OCTOBER							NOVEMBRE/NOVEMBER							DÉCEMBRE/DECEMBER						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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	6	7			1	2	3	4	5						1	2	1	2	3	4	5	6	7
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

JANVIER/JANUARY							FÉVRIER/FEBRUARY							MARS/MARCH							AVRIL/APRIL						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30			
MAI/MAY							JUIN/JUNE							JUILLET/JULY							AOÛT/AUGUST						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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
4	5	6	7	8	9	10	1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	8	9	10	11	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	15	16	17	18	19	20	21	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30	31	22	23	24	25	26	27	28	27	28	29	30	31			24	25	26	27	28	29	30
							29	30													31						
SEPTEMBRE/SEPTEMBER							OCTOBRE/OCTOBER							NOVEMBRE/NOVEMBER							DÉCEMBRE/DECEMBER						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
28	29	30					26	27	28	29	30	31		30							28	29	30	31			

2004

JANVIER/JANUARY							FÉVRIER/FEBRUARY							MARS/MARCH							AVRIL/APRIL							
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	
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	1	2	3	4	5	6	7			1	2	3	4	5	6				1	2	3	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13	4	5	6	7	8	9	10	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20	11	12	13	14	15	16	17	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27	18	19	20	21	22	23	24	
25	26	27	28	29	30	31	29							28	29	30	31				25	26	27	28	29	30		
MAI/MAY							JUIN/JUNE							JUILLET/JULY							AOÛT/AUGUST							
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	
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			1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31					
SEPTEMBRE/SEPTEMBER							OCTOBRE/OCTOBER							NOVEMBRE/NOVEMBER							DÉCEMBRE/DECEMBER							
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	
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	3	4	5	6	7	8	9			1	2	3	4	5	6				1	2	3	4
5	6	7	8	9	10	11	10	11	12	13	14	15	16	7	8	9	10	11	12	13	5	6	7	8	9	10	11	
12	13	14	15	16	17	18	17	18	19	20	21	22	23	14	15	16	17	18	19	20	12	13	14	15	16	17	18	
19	20	21	22	23	24	25	24	25	26	27	28	29	30	21	22	23	24	25	26	27	19	20	21	22	23	24	25	
26	27	28	29	30			31							28	29	30					26	27	28	29	30	31		

2005

JANVIER/JANUARY							FÉVRIER/FEBRUARY							MARS/MARCH							AVRIL/APRIL						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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			1	2	3	4	5			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28						27	28	29	30	31			24	25	26	27	28	29	30
MAI/MAY							JUIN/JUNE							JUILLET/JULY							AOÛT/AUGUST						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
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22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
29	30	31												31													
SEPTEMBRE/SEPTEMBER							OCTOBRE/OCTOBER							NOVEMBRE/NOVEMBER							DÉCEMBRE/DECEMBER						
D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S	D	L	M	M	J	V	S
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
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		25	26	27	28	29	30	31	27	28	29	30				25	26	27	28	29	30	31